UNI/CARE Systems, Inc.

Response to

Request for Proposal # H&HS 20277

For

Lane County Oregon
for an
"H&HS Management Information System"

April 5, 2007

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SECTION A

EXECUTIVE SUMMARY

UNI/CARE Systems, Inc. (UNI/CARE) is pleased to submit a proposal for the Request for Proposal to the Lane County for a Health and Human Services Management Information System. Our proposal is designed to contain the following:

- **A description of UNI/CARE including its history, officers, key personnel, and financial soundness documentation:**
  This information can be reviewed in:
  - Section B6-H, Corporate Qualifications and References
  - Section B6-I, Key Personnel Experience and References

- **A description of UNI/CARE's solution to meeting Lane County's ideal system attributes:**
  This information can be reviewed in:
  - Section B1:5, Response to Functional and Technical Requirements
  - Section B6-A:K, Response to Business Specifications

  UNI/CARE has reviewed the requested functionality that has been described by Lane County and can propose a system that will support the functionality without additional system development. UNI/CARE has a history of serving organizations providing Behavioral Healthcare and Social Services. Our company is familiar with the requirements of Referrals and Intake, Multiple Services Programs, Levels of Care, including Outpatient, Inpatient and Residential, Extended Care and Crisis Emergency Care, and Managed Care Programs. The ability to support the diverse requirements of these programs/levels of care has been developed in partnership with our Customers.

- **The general timetable for assessing Lane County's needs, developing changes to the UNI/CARE system as required, installing the system, and training staff on the system:**
  This information can be reviewed in:
  - Section B6-E, Implementation Services

- **Why UNI/CARE should be considered by Lane County:**
  UNI/CARE has reviewed the features requested by Lane County that would enable Lane County to support management and payment of services. It is our belief that our company can partner with the Lane County to assist in the implementation of this strategic plan. The following is a synopsis of the capabilities that can be used within the UNI/CARE Pro-Filer™ system to facilitate the implementation of the changes required by Lane County to move to an electronic client record:

  The system contains:
  - **narrative and data fields**
    Lane County staff has the ability, alongside coded data fields, to enter narratives at every phase and level of care.

  - **schedule reminders for completion of progress notes, expiration of treatment plans and authorizations**
    From its inception, the UNI/CARE Pro-Filer™ system has been designed to assist the Lane County staff in the monitoring of the documentation requirements as requested by funding sources.

  - **outcomes data**
    The UNI/CARE Pro-Filer™ system is designed to integrate outcomes at every level of care, from referral to treatment plan and service delivery. Outcomes assessments and

client satisfaction surveys can also be housed under a program, a clinical staff and a client, and used throughout the system.

- **ability to collect data about services and authorizations provided across various departments**
  The UNI/CARE Pro-Filer™ system provides for the ability to record a multidisciplinary service plan and subsequent authorizations and recording of services that can be viewed by the authorized clinical staff providing services from various departments.

- **Ability to receive and pay claims for services provided, monitor reimbursement and collection**
  The UNI/CARE Pro-Filer™ system provides for the ability to receive multiple claims by payers and funding sources, as well as pay multiple providers. A variety of reports are available to monitor timely and accurate payments.

The UNI/CARE Pro-Filer™ system will improve the care clients receive by:

- **making charts accessible from the location that the client receives services**
  The UNI/CARE Pro-Filer™ system offers access to a consolidated database from various remote locations.

- **multidisciplinary access for all care providers to access and contribute to one record**
  The UNI/CARE Pro-Filer™ system is designed to offer clinical, administrative and financial staff the ability to work on a consolidated multi-disciplinary record.

- **reducing the number of times information is requested of the client**
  The UNI/CARE Pro-Filer™ system is designed around the ability to record all client information in a consolidated record that strives to eliminate duplication of data elements. All the client demographic and financial information, which remain constant regardless of episode of care, are stored and updated in an area that can be shared with the clinical information recorded under an episode of care.

- **increasing coordination across programs in Lane County**
  The UNI/CARE Pro-Filer™ system is designed to promote coordination among programs. The database revolves around the client information that can be viewed and updated by a multidisciplinary team of clinical, administrative and financial staff.

- **increasing security by restricting access and with a clear history of access recorded**
  The UNI/CARE Pro-Filer™ system is designed to be HIPAA ready and offers the ability to conform to electronic records security requirements. In addition, a history of access (access, read, write) is provided for every transaction in the system.
- **facilitating critical pathway/internal authorizations allowing for internal utilization management**
  The UNI/CARE Pro-Filer™ system provides the ability to develop and/or use the John Wiley series of clinical standards that can guide the care provided to a client. In addition, the system offers a sophisticated managed care functionality that assists organizations to conform to external requirements, as well as built internal requirements for authorization of care and utilization management.

- **enabling variance tracking for treatment that is beyond the best practice boundaries**
  The functionality described in the above allows utilization review managers to compare a clinician prescribed plan of care to the established standards and therefore identify variances.

The UNI/CARE Pro-Filer™ system is designed to assist organizations to fully implement an electronic record system. A full implementation of the system will provide Lane County with the ability to measure the impact of the system on the established goals. The UNI/CARE implementation team will work with the management staff of Lane County to identify each goal and build objectives and targeted timetables for review.

The UNI/CARE Pro-Filer™ system has been designed to support the following goals:

- provide the organization using the system with a consolidated electronic record
- assist clinicians in the development and implementation of clinical standards
- assist utilization managers in the review of clinical care against established standards
- assist in the development of clinical credentials that can be used to restrict the provision of clinical care by unauthorized clinicians
- assist organizations in the documentation and monitoring of the processing of reporting requirements as established by funding sources
- assist organizations in the documentation of required information for the processing of financial claims to third party payers
- provide clinicians and billing staff with the ability to review billing requirements at the point of treatment plan and service entry
- provide organizations with the ability to document and process managed care requirements (authorizations, benefit plan utilization and utilization review)
- provide organizations with the ability to monitor the care provided through a series of management, clinical and fiscal reports.
- provide organizations with the ability to significantly reduce staff time in copying and faxing requests for records.

In specific, the UNI/CARE Pro-Filer™ system has the ability to support the following goals as published by the Lane County:

- enhance Lane County's ability to manage and exchange information related to individuals, services and billings, internally across program areas and externally with H&HS partners.
- assist Lane County and its partners to improve service delivery and resulting outcomes for persons receiving H&HS services in Lane County.
- promote the integration and coordination of health care across Lane County and data-driven decisions by Lane County administrators and health care service providers.

If chosen as a vendor, UNI/CARE will partner with Lane County to assist in the development of tools and processes that can support Lane County in meeting HIPAA requirements of privacy/security/electronic transmittal. Throughout the span of over twenty-five years, our company has provided its customers with innovative tools designed to assist them in meeting the changing requirements of the healthcare marketplace.

In summary, UNI/CARE is confident that its Pro-Filer™ information system will meet the needs of Lane County. Our company has replaced existing vendors' systems, including CMHC Systems, the Echo Group, CSM, and others at various organizations providing Behavioral Healthcare Services and is recognized as a primary leader in this marketplace.

SECTION B

SCOPE OF WORK

SECTION B-1

Response to Mandatory Functional Requirements

The COUNTY has identified and documented descriptions of its high level business processes that must be supported by a new electronic data collection and reporting system. Every mandatory functional requirement must be met by the Vendor's proposed software, either through the use of their software, a partnership with another software developer who provides the related mandatory functionality, or through customization of the proposed software. In *Table 6.1.1* below, each business process is related to mandatory functional requirements for a new system that will assist the COUNTY in the improvement of those processes and COUNTY services.

Vendors shall provide a clear description of how their proposed software solution meets each of the mandatory functional requirements. Vendors must address the extent to which their software meets each mandatory requirement by number in the same order as set forth in *Table 6.1.1, Column 4.0*, e.g. 1.1, 1.2, etc. Vendors must identify and describe their software component, (e.g. module name, screen number(s), associated business rules, etc.), that meets the COUNTY mandatory requirement. Merely repeating the requirement with a statement the software performs the function is not an acceptable response. General product descriptions and/or advertising materials related to the proposed software will not be considered by the COUNTY to be sufficient information to warrant critical review by the Evaluation Committee.

If the proposed software does not include functionality that meets a specific COUNTY mandatory requirement, it shall be so noted. If the functionality is planned in a future software release, that shall be noted, with the estimated date of the new release. Otherwise, Vendors shall describe the extent of modifications to the Vendor's proposed software solution needed to meet the mandatory requirement.

Those proposed systems that support the business processes and meet the mandatory requirements most robustly will be considered more favorably than those with less functionality.

Table 6.1.1. COUNTY Business Processes and Mandatory System Functional Requirements

1.0 Business Process Number	2.0 COUNTY Business Process	3.0 Business Process Description	4.0 New System Mandatory Functional Requirement	UNI/CARE Response to Mandatory Requirements
M.1	**Contact Management**	The process of recording, tracking and managing all identified categories of contacts and service requests to Lane County Health and Human Services.	A new system shall have the capability to capture and report data related to: 1.1 Contact logging 1.2 Crisis line contacts 1.3 Follow-up activities on initial contacts	Contact Management is supported through the use of the Referral Development Module: 1.1 Available 1.2 A triage level is supported including crisis 1.3 A follow-up form is used to define all follow-ups to the contact request, the follow-up contact and the details of the follow-up

1.0 Business Process Number	2.0 COUNTY Business Process	3.0 Business Process Description	4.0 New System Mandatory Functional Requirement	UNI/CARE Response to Mandatory Requirements
M.2	**Scheduling**	The process of identifying available resources, e.g. staff, facilities, and matching those to individual appointments and other services.	The new system shall include the following functionality: 2.1 Appointment scheduling 2.2 Automated reminder system 2.3 Staff time tracking 2.4 Resource scheduling The new system shall support data exchange from the Scheduler to EHR and Billing components.	Scheduling functionality is supported through the use of the Scheduling Module: 2.1 Appointment for client as well as non-client related activities can be performed 2.2 Reminders are available at log-on, throughout the day and also through the use of reports 2.3 Appointments can be used to track all staff time 2.4 Appointment of resources is accommodated Once an appointment is scheduled, a service can be recorded through the process of confirming the appointment. In addition, once a service is recorded, the system user can activate a posting function which will post the service to the billing functionality. The r cording of the service requires the Basic Management Module. The posting of the service to A/R requires the use of the Billing and Receivables Module.

1.0 Business Process Number	2.0 COUNTY Business Process	3.0 Business Process Description	4.0 New System Mandatory Functional Requirement	UNI/CARE Response to Mandatory Requirements
M.3	**Screening and Intake/ Enrollment**	The process of completing and recording a group of initial functions necessary to provide services to an individual.	The new system shall include the capability to capture and report data related to: 3.1 Incoming referrals 3.2 Individual registration 3.3 Individual releases and notices 3.4 Enrollment in programs 3.5 Initial eligibility determination 3.6 Individual benefits 3.7 Prior authorizations 3.8 Disclosures 3.9 Individual health information	The requested functionality in this section is supported through the use of the Referral Development Module, the Basic Management Module, the Managed Care Module and Rev-Runner. 3.1 Incoming referrals are documented by referral source and referral reason, as well as referral outcome – Referral Development Module 3.2 Individual registration is supported through the use of the demographic and financial registration forms available through the use of the Basic Management Module. 3.3 Individual releases are documented either through the scanning of paper forms or the use of HTML forms built within the system – Basic Management Module and Assessments/Outcomes Module 3.4 The system provides the ability to enroll in multiple programs – Basic Management Module. 3.5 Initial eligibility check-in is performed through the use of Rev-Runner, a tool that provides direct linkage with Medicaid, Medicaid and other payers. 3.6 Individual benefits are documented through the use of a payer form which also collects information on group and plan, beneficiary and ranking of payer – Basic Management Module. 3.7 Prior authorizations are documented through the use of the Managed Care Module. Authorizations are logged by payer, attached to services and monitored in terms of usage. 3.8 and 3.9 are documented through the use of the Basic Management Module.

1.0 Business Process Number	2.0 COUNTY Business Process	3.0 Business Process Description	4.0 New System Mandatory Functional Requirement	UNI/CARE Response to Mandatory Requirements
M.4	**Evaluation and Assessment**	The process of completing and recording information about initial and ongoing evaluations and assessments to determine an individual's service and support needs.	The new system shall include the capability of capturing and reporting data related to: 4.1 Initial individual evaluation 4.2 Medical screening 4.3 Core screening and assessment 4.4 Functional evaluation 4.5 Updates to evaluations and assessments 4.6 Crisis assessment	Assessments are collected through the use of the Assessment/Outcomes Module. All assessments can be structured into the system using the HTML Forms Development Tool. 4.1 Available 4.2 Available 4.3 Available 4.4 Available 4.5 Available 4.6 Available Once an assessment is performed, they can be saved into the system and available for reporting and/or printing. Re-assessment are easily performed.
M.5	**Case Management**	The process of developing, planning, coordinating, recording and tracking individual-centered services and supports.	The new system shall include the capability of capturing and reporting data related to: 5.1 Case management services 5.2 Case and progress notes 5.3 Plan of Care development and monitoring 5.4 Individual Service Plan development 5.5 Caseload and resource management 5.6 Discharge planning 5.7 Legal tracking 5.8 Ongoing eligibility determination	Through the use of the Basic Management Module and the Clinical Care Module, the organization has the ability to detail all services performed, document the required credential of the staff performing the services and the cost center/program under which the service is available. This functionality is supported through the use of the Basic Management module. 5.1 Available 5.2 Available. Progress notes can be customized and directly linked to the treatment Plan components 5.3 Available through the use of the Clinical Care Module. Clinical standards can be applied to guide the development of plans. 5.4 Individual service plans can be customized through the use of clinical standards. 5.5 Every cost center/program can be assigned a

1.0 Business Process Number	2.0 COUNTY Business Process	3.0 Business Process Description	4.0 New System Mandatory Functional Requirement	UNI/CARE Response to Mandatory Requirements
				capacity, therefore offering the ability to monitor the resources available within the program. This functionality is available through the use fo the Basic Management module. 5.6 Available through the use of the clinical Care Module 5.7 Available 5.8 Available through the use of Rev-Runner.
M.6	**Referral**	The process of recording and managing incoming and outgoing individual information from one service provider to another.	The new system shall include the capability of capturing and reporting data related to: 6.1 Provider resource management 6.2 Provider communications 6.3 Client referrals, including incoming and outgoing 6.4 Client outcomes 6.5 Client follow-up	This functionality is supported through the use of the Referral Development Module, the Scheduling Module and the Basic Management Module. 6.1 Available through the use of the Scheduling Module and Productivity Reports 6.2 Available throughout the system 6.3 Available through the use of the Referral Development Module. Incoming and outgoing referrals can be documented, reviewed and reported on 6.4 Available through the use of the Outcomes Module as well as the reporting tool. Outcome measures can be based on assessment tracking, as well as reports on individual measures as document through the use of data elements 6.5 Available throughout the system. Pro-Filer is an electronic health record that supports the documentation of all episodes of care throughout the client life span.
M.7	**Electronic Health Record**	The process of recording, tracking and managing services and care provided by Lane	The new system shall include the capability of capturing and reporting:	Pro-Filer has been designed as a complete electronic health record

1.0 Business Process Number	2.0 COUNTY Business Process	3.0 Business Process Description	4.0 New System Mandatory Functional Requirement	UNI/CARE Response to Mandatory Requirements
		County Health and Human Services, and the disclosure/distribution of information related to an individual.	7.1 Individual demographic data 7.2 Individual health data 7.3 Appointment type history 7.4 Progress notes 7.5 Individual diagnostic data 7.6 Licensed medical professional orders 7.7 Collateral records 7.8 Encounter tracking, e.g. from providers, clinics, Community Health Centers 7.9 Health program services	7.1 Basic Management Module 7.2 Basic Management, Clinical Care and Clinical Orders 7.3 Scheduling Module 7.4 Basic Management Module 7.5 Assessments and Basic Management Module 7.6 Clinical Orders 7.7 Multidisciplinary Clinical Care 7.8 Basic Management Module 7.9 Basic Management, Clinical Care and Clinical Orders. The system is designed to integrate all types of information within one database.
M.9	**Pharmacy / Medication Management**	The process of acquiring, recording, monitoring, prescribing, administering and dispensing/distributing medications in accordance with regulatory requirements.	The new system shall include the capability of capturing and reporting data related to: 9.1 Drug ordering 9.2 Individual medication history 9.3 Individual medication tracking and monitoring 9.4 Drug inventory in real time 9.5 Drug interactions 9.6 Adverse effects 9.7 Refill tracking – auto alerts 9.8 Generates prescription	This functionality is available through the use of the Clinical Orders Module 9.1 Available 9.2 Available 9.3 Available 9.4 **Not available** 9.5 Available through an interface with a selected database 9.6 Same as above 9.7 Available 9.8 Available 9.9 Available through Crystal Reports

1.0 Business Process Number	2.0 COUNTY Business Process	3.0 Business Process Description	4.0 New System Mandatory Functional Requirement	UNI/CARE Response to Mandatory Requirements
			labels 9.9 Auto fax prescriptions to pharmacies	
M.10	**Laboratory**	The process of ordering, performing, recording, reporting, reviewing and tracking laboratory tests in accordance with regulatory requirements.	The new system shall include the capability of capturing and reporting data related to: 10.1 Lab order entry 10.2 Lab results, received electronically or scanned (including imaging) 10.3 Multiple iterations tracking	This functionality is supported through the use of the Clinical Orders Module: 10.1 Available 10.2 Available. A customized interface needs to be programmed to receive results and store in the system 10.4 Available through an interface with a selected database
M.11	**Residential Services Management**	The process of identifying, recording, monitoring and reporting placements and services provided to individuals in residential settings.	The new system shall include the capability of capturing and reporting data related to the following health residential services management programs: 11.1 Adult Foster Care 11.2 Children's Foster Care 11.3 Short Term Crisis Management Residential 11.4 Supported Living 11.5 Tenant-Based Assistance 11.6 Transitional Housing Management 11.7 24-hour Residential Group Home	Available through the use of the Family Care Module and the Census Module: 11.1 Available through Family Care. 11.2 Available through Family Care. The system has the ability to document Foster Parents, all of the compliance requirements and placement activities. 11.3 Available through the use of the Census Module which documents admissions, care and discharge activities 11.4 Available through the use of the Basic Management Module and the Census Module, if the client is residing in Group Homes 11.5 Not available 11.6 Not available 11.7 Available through the use of the Census Management Module for the tracking of admission, care and discharge activities.

1.0 Business Process Number	2.0 COUNTY Business Process	3.0 Business Process Description	4.0 New System Mandatory Functional Requirement	UNI/CARE Response to Mandatory Requirements
M.12	**Wait List Management**	The process of recording and maintaining a list of individuals awaiting services provided by Lane County Health and Human Services.	The new system shall include the capability of capturing and reporting data related to: 12.1 Availability of Services 12.2 Individual Wait Lists, e.g. Developmental Disabilities, Mental Health Residential, Methadone Treatment	Pro-Filer offers the ability to capture and store various data elements as well as produce statistical and analytical reports 12.1 Available 12..2 Available

1.0 Business Process Number	2.0 COUNTY Business Process	3.0 Business Process Description	4.0 New System Mandatory Functional Requirement	UNI/CARE Response to Mandatory Requirements
M.13	**Tracking and Reporting**	The process of monitoring and producing reports about services provided to individuals, including individual service utilization and outcomes, staff and contractor performance and productivity, and cost benefit tracking.	The new system shall include a robust reporting capability/tools, including, but not limited to: 13.1 Standard system-generated reports. Vendor proposals must include copies of all proposed solution standard reports (can be placed in an Appendix). 13.2 User-defined reports 13.3 Ad Hoc reports 13.4 Vendor proposals shall include a detailed description of the reporting tools associated with their proposed solution, including any third party proprietary software or report writers. 13.5 Ability to extract all data captured in the system 13.6 Archiving data and reports functionality, including the ability to scan documents 13.7 The new system shall be fully HIPAA compliant and meet other relevant federal regulatory compliance for electronic health care systems.	The system is interfaced with Crystal Reports. UNI/CARE provides about 65 standard reports that are installed with Pro-Filer 13.1 Available 13.2 User-defined reports can be written using Crystal Reports 13.2 Ad-hoc reports can be written using Crystal Report 13.4 UNI/CARE has complied with this request. 13.5 Available. All the data is stored in the SQL database 13.6 Available 13.7 Complies with HIPAA rules

1.0 Business Process Number	2.0 COUNTY Business Process	3.0 Business Process Description	4.0 New System Mandatory Functional Requirement	UNI/CARE Response to Mandatory Requirements
M.14	**Patient Accounts / Money Management**	The process of recording, maintaining and disbursing funds for specific individuals.	The new system shall include the capability to capture and report data related to: 14.1 Individual personal accounts	14.1 Not available
M.15	**Billing**	The process of electronic submission and acceptance of HIPAA-compliant transactions for individual services provided by Lane County Health and Human Services.	The new system shall include full functionality related to: 15.1 Pre-billing 15.2 Electronic billing management 15.3 Electronic accounts receivable management 15.4 HIPAA Privacy and Security 15.5 Stay current and include National Provider Identifier, third party resource code, National Drug codes and Transactions and Code Set rules and regulations	The requested functionality is supported through the use of the Billing and Receivables Module 15.1 Available 15.2 837 P and I available 15.3 835 available 15.4 In compliance 15.5 Already programmed and available

Additionally, Vendor proposals must address their software support related to reminders, ticklers, notifications and data integrity edits.

SECTION B-2

Response to Desirable Functional Requirements

6.1.2 DESIRABLE FUNCTIONAL REQUIREMENTS

Table 6.1.2 below sets forth COUNTY business processes and related new system functional requirements that are desired by the COUNTY in its new system. Vendors should describe in their proposals the extent to which their proposed software meets, or does not meet, each of the desirable requirements set forth in Table 6.1.2, Column 4.0. Vendors should address each requirement in order by number, e.g. D.1.1, D.1.2, etc.

Vendors may propose additional functionality not addressed in the mandatory or desirable functional requirements. General product descriptions and/or advertising materials related to the proposed software will not be considered by the COUNTY to be sufficient information to warrant critical review by the Evaluation Committee.

Table 6.1.2. COUNTY Business Processes and Desirable Functional Requirements

1.0 Business Process Number	2.0 Business Process	3.0 Business Process Description	4.0 New System Desirable Functional Requirements	UNI/CARE Response to Mandatory Requirements
D.1	**Protective Services**	The process of tracking and reporting individual services provided when abuse and/or neglect are suspected	The new system should include the capability of capturing and reporting data related to: D.1.1 Adult Protective Services D.1.2 Child Protective Services D.1.3 Protective services investigations D.1.4 Incident management D.1.5 Abuse and neglect reporting	D.1.1- D.1.2 Available as a standard feature of the system. UNI/CARE warrants that all state and county reporting requirements can be processed through Pro-Filer. This functionality is available through the use of the Basic Management Module D.1.3 – D.1.4 – D.1.5 Available as a standard feature of the system. UNI/CARE warrants that all state and county reporting requirements can be processed through Pro-Filer. This Quality Management Module
D.2	**Education / Prevention Services**	The process of recording and tracking population-based and consultation-type activities designed to educate individuals and/or the community, or otherwise work to improve health outcomes.	The new system should include the capability of capturing and reporting population-based data and consultation/education-type individual and community activities related to the following health education/prevention	D.2.1 to D.2.13 Available as a standard feature of the system. UNI/CARE warrants that all state and county reporting requirements can be processed through Pro-Filer. This functionality is available through the use of the Basic Management Module.

1.0 Business Process Number	2.0 Business Process	3.0 Business Process Description	4.0 New System Desirable Functional Requirements	UNI/CARE Response to Mandatory Requirements
			programs: D.2.1 Alcohol and Drug Prevention D.2.2 Car Seat Safety D.2.3 Early Childhood Cavities Prevention D.2.4 Family Medication D.2.5 Gambling Prevention D.2.6 Gang Prevention D.2.7 Health Education D.2.8 HIV Outreach and Education D.2.9 Parenting and Child Development D.2.10 Suicide Prevention D.2.11 Teen Pregnancy Prevention D.2.12 Tobacco Prevention D.2.13 Violence Prevention	The system also provides for the ability to build data elements not currently available as part of the data base. The data elements built by the system user are automatically integrated in the common database.
D.3	**Civil Commitment**	The process of conducting, recording and tracking commitment investigations and recommendations regarding individuals.	The new system should include the capability of capturing and reporting data related to: D.3.1 Court Orders D.3.2 Commitment Period(s) D.3.3 Investigations	D.3.1 to D.3.3 Available as a standard feature of the system. UNI/CARE warrants that all state and county reporting requirements can be processed through Pro-Filer. This functionality is available through the use of the Basic Management Module. The system also provides for the ability to build data elements not currently available as part of the data base. The data elements built by the system user are automatically integrated in the common database.

SECTION B-3

Response to Mandatory Technical Requirements

6.2 Technical Specifications

6.2.1 Mandatory Technical Specifications

Lane County Information Systems Department has published mandatory technical specifications for the COUNTY. Vendors must thoroughly describe how their proposed solution meets, or does not meet, each of the following mandatory technical specifications:

6.2.1.1 APPLICATION

6.2.1.1.1 MANDATORY APPLICATION INTEROPERABILITY AND INTERFACES

6.2.1.1.1.1 Vendors must acknowledge their proposed system is able to run concurrently with COUNTY standard workstation Windows applications (see *Section 6.0, Subsection 6.2.1.8.2, Table 6.2.1.8.2*), subject to processor and memory limitations.

UNI/CARE has reviewed the COUNTY workstation table provided and Pro-Filer™ will run concurrently on the specified workstations. UNI/CARE is recommending installing the Pro-Filer™ presentation layer on Terminal servers; therefore, workstations need only have RDP capabilities.

6.2.1.1.2 MANDATORY DATA ACCESS

6.2.1.1.2.1 All data for the proposed system should be directly accessible from major industry standard data access tools for potential use in reporting and integration with other county systems. Vendors must describe the proposed tools, system facilities, third-party software utilities, or other technical means available for access to the data in the proposed system.

Pro-Filer™ has been designed with an open-structure using MS SQL database allowing Lane County to use a variety of ODBC compliant Report Writers, such as Crystal Reports, MS Access, and so forth.

A white paper describing the integration of Crystal Reports with Pro-Filer™ and sample Pro-Filer™ reports has been supplied in Appendix C.

6.2.1.1.3 MANDATORY DATA INTEGRITY

6.2.1.1.3.1 Vendors must describe how their proposed system application maintains the integrity of user data and prevents data loss or corruption. Vendors must discuss build-in editing functionality, e.g. how their proposed system application validates user input and uses formatter objects to ensure users enter numbers and dates correctly.

Pro-Filer™ has been designed to support the most diverse business rules of any organization. Built in business rules include the ability to monitor and ensure the integrity of data using data protocols and validation rules. Lane County will have the ability to define required, desired, and default data elements for form fields. Furthermore, Lane County will have the ability to user-define custom field types, such as number, text, radio, drop down list, and so forth. Pro-Filer™ uses the MS SQL Relational Database Management System, which

has built-in functionality that will either commit or rollback a transaction in its entirety to ensure data integrity and prevent partial updates and data corruption.

6.2.1.1.4 MANDATORY GRAPHICAL USER INTERFACE

6.2.1.1.4.1 Vendors must describe their proposed system application graphical user interface and ease of navigation, e.g. ease of use for both casual and experienced users; consistency with basic keyboard navigation models and free of unexpected shifts in input focus and keystrokes required for a particular task must behave in a predictable way; the same set of actions must generate the same results each time; navigation order must be logical; input focus must be on the selected item only; users must be able to select other options by using arrow keys. Navigation between panes and views must be logical and available via a keyboard, as well as a mouse device.

Pro-Filer is designed for the Microsoft windows environment using the Windows GUI, and has all of the features and functionality and logic supported by the Windows operating system. This includes the same navigation concepts, point and click, drag and drop, copy and paste, arrow keys. Like features and functions within Pro-Filer™ are all accessed and utilized in the same fashion to promote consistency with the EHR application.

6.2.1.1.5 MANDATORY KEYBOARD USER INTERFACE

6.2.1.1.5.1 Vendors must describe if their proposed system application provides full keyboard access to all features, allowing users to perform the same tasks as when using a mouse, such as drag-and-drop operations. Vendors must acknowledge the keyboard UI is documented in the User Manual and/or available through online Help. Vendors must describe how their application screens provide tool tips on each control that conveys important information for keyboard users, and that application use of function and hot keys does not interfere with Windows-supported keyboard and mouse accessibility options, e.g. StickyKeys, FilterKeys, ToggleKeys, and MouseKeys.

Pro-Filer is designed for the Microsoft Windows environment using the Windows GUI, and has all of the features and functionality and logic supported by the Windows operating system. This includes the same navigation concepts, point and click, drag and drop, copy and paste, arrow keys. Like features and functions within Pro-Filer™ are all accessed and utilized in the same fashion to promote consistency with the EHR application.

6.2.1.1.5.2 Vendors must describe the keyboard interface, including the quickness and ease of their proposed system application keyboard navigation - providing simple keyboard navigation methods and programmable, customizable shortcut methods for common and repetitive tasks using commonly recognized shortcut key assignments, such as CTRL+C for Copy and CTRL+Z for Undo.

Pro-Filer is designed for Microsoft Windows environment and has all of the features and functionality and logic supported by

the windows operating system, including keyboard shortcuts such as CTRL+C and CTRL+Z.

6.2.1.1.6 MANDATORY MOUSE USER INTERFACE

6.2.1.1.6.1 Vendors must acknowledge that their proposed system provides a mouse-based user interface.

Pro-Filer™ permits the use of a mouse for navigation.

6.2.1.1.7 MANDATORY WYSIWYG

6.2.1.1.7.1 Vendors must describe how their proposed system application provides predictable output from documents. For example, in applications in which users can format data for printing, publish to the Web, or write to film, DVD, or other formats, there must be no significant differences between what users see onscreen and what they receive in the final output. When the user makes changes to a document, the results must be displayed immediately. Vendors should describe how their proposed system makes use of preview functions, where applicable.

Pro-Filers robust database architecture allows for full reporting capabilities and exact representation of displayed data. Lane County will have the opportunity to user-define the display results of reports and/or custom screens. Furthermore, Lane County end-users will have the ability to preview reports and/or items prior to them being disseminated.

6.2.1.2 APPLICATION SERVICE PROVIDER (ASP)

6.2.1.2.1 MANDATORY PRIVACY OF LANE COUNTY DATA/HIPAA COMPLIANCE

6.2.1.2.1.1 The proposed system application must demonstrate the technology infrastructure is in place to insure full compliance with the Health Insurance Portability and Accountability Act (HIPAA), including restrictions on access among the H&HS programs and within each program as appropriate and consistent with COUNTY HIPAA policies. Vendors must explicitly state their willingness to enter into a HIPAA Business Associate Agreement with the COUNTY, should they be the successful Vendor, as defined in federal regulations and Chapter 4, Paragraph 2 of the Lane County Administrative Policy Manual (found in the Procurement Library).

UNI/CARE has programmed Pro-Filer™ to ensure it meets HIPAA regulations by offering enhanced security, a complete audit trail, and other tools to ensure compliance.

UNI/CARE has contracted with the Electronic Healthcare Network Accreditation Commission (EHNAC's) HIPAA Transaction Compliance Testing System in order to provide independent validation of our transaction sets. In addition, UNI/CARE's transaction certifications are also submitted through Claredi.

Pro-Filer™ will provide Lane County with multiple tool sets to address the privacy standard in relation to the philosophy of the organization. PHI requires Providers to:

1. Identify classes of persons and their access to PHI.
2. Standard procedures that limit PHI to the amount necessary to achieve the purpose of the disclosure.
3. A method to control users access to PHI on a client-by-client basis.

Security: Using multi-stage technology, UNI/CARE Systems has developed security functionality to meet the most demanding applications specified by agency policies, licensing organizations, accrediting bodies, and HIPAA regulations. The Security regulations are also satisfied with tools and procedures available at the operating system level.

6.2.1.3 HARDWARE

6.2.1.3.1 MANDATORY LANE COUNTY SERVERS

6.2.1.3.1.1 The COUNTY's client/server and web application servers are managed by the Lane County Information Services Department (LCIS). The servers are housed in a secure computer facility run by LCIS. The computer facility provides an Uninterruptible Power Supply (UPS) and a backup generator for COUNTY servers. UPS and generator access will be available for proposed new hardware. The existing COUNTY server infrastructure runs on Hewlett Packard (HP), Compaq and International Business Machines (IBM). Servers are backed up by HP OmniBack, a common backup system used for all servers supported by LCIS. This system will be converted to Commvault Galaxy later this year. Vendors shall acknowledge their proposed system can successfully operate in this environment.

The Pro-Filer™ EHR is independent of any backup and DR solution. Pro-Filer™ will run under the CommVault Galaxy Backup and DR solution. In addition Pro-Filer™ will run across various HW platforms on a Microsoft Domain.

6.2.1.3.2 MANDATORY REDUNDANT ARRAY OF INDEPENDENT DISKS (RAID)

6.2.1.3.2.1 The disk system for all proposed servers must use RAID with a hot spare. Vendors must describe the minimum and recommended server specifications and configuration for their proposed system, estimating 210 total users and 135 concurrent users across Lane County.

Pro-Filer™ will support this configuration. A comprehensive hardware recommendation has been provided immediately following for ease of reading.

6.2.1.3.3 MANDATORY REDUNDANT POWER SUPPLIES

6.2.1.3.3.1 Vendors must describe their proposed system's redundant power requirements/supplies.

Redundant Power supplies are support but not required. Please refer to the comprehensive hardware recommendation that has been provided immediately following for ease of reading.

6.2.1.4 NETWORK

The COUNTY uses a regional network, TCP/IP and Ethernet over Local Area Networks (LANs) / Wide Area Networks (WANs). The network operating system is Windows 2003, using Domain Name System (DNS) for address resolution and Dynamic Host Configuration Protocol (DHCP) for address assignment. The back bone is Gigabit Ethernet with most desktops connected at 100 megabits. There are remote locations with 1.544Mb/s (T1's), and DSL and Cable Modem packages with 1.2Mb's down and 700Kb/s up.

The listed configuration is sufficient to support the Pro-Filer™ EHR application.

6.2.1.4.1 MANDATORY ELECTRONIC MAIL INTERFACE

6.2.1.4.1.1 If the proposed system interfaces to an existing user electronic mail system, the interface must be Messaging Application Programming Interface (MAPI) or Simple Mail Transfer Protocol (SMTP) compliant. Vendors must describe the interface of their proposed system to an electronic mail system, if applicable.

Pro-Filer™ EHR can support either MAPI or SMTP based on the LCIS configuration requirements for the electronic mail system. Pro-Filer™ is currently fully integrated with the Microsoft Outlook application, as well as provides and internal messaging system.

6.2.1.4.2 MANDATORY ETHERNET

6.2.1.4.2.1 Vendors must acknowledge their proposed system runs satisfactorily on an Ethernet network.

Pro-Filer™ requires TCP/IP/Ethernet connectivity.

6.2.1.4.3 MANDATORY INTERNET CONNECTION BANDWIDTH

6.2.1.4.3.1 The proposed system must be able to operate with an Internet connection that is currently rate-limited to 11Mb/s. This 11 Mb/s connection is shared by 2,500 users. Vendors must describe the minimum and recommended requirements for their system to operate over the Internet.

Pro-Filer™ EHR requires a minimum of 20 Kbps per user session for remotely connected users. 30 to 40 Kbps is recommended.

The UNI/CARE Pro-Filer™ system is a multi-tiered application solution, featuring both scalable and independent Database, Business Rules and Presentation (client) services. These services are tightly integrated within the Pro-Filer application framework.

The Pro-Filer™ web-enabled solution is simply an extension of the Presentation service (or client) that enables MS Internet Explorer to function as the Pro-Filer™ client, without the need for the typical client installation process.

The Pro-Filer™ web-client is a "plug-in" that automatically installs itself upon first usage. The fully functioning Pro-Filer™ client then runs within Microsoft Internet Explorer through the use of Web portal technology.

We chose this approach to web-enable the Pro-Filer™ client since it provided a number of competitive advantages over the traditional HTML form-based access including:

- real-time update of information displayed for immediate viewing.
- does not use HTTP, Java, or ASP web pages that are static *(essentially off-line)* in nature.
- all the same high security and dynamic form interaction of a Visual C++ client application.
- full functionality of a client-server application that would not be possible in a standard web page design *(the full power of Visual C++ versus usual web forms composed of HTML and Java)*.
- dynamic usage of Microsoft's NT domain model for secure transaction processing.

WEB-ACCESS REQUIREMENTS

The Pro-Filer™ application can easily be web-enabled by adding the following components:

1. A Windows 2000 Server running the following services:
    - Internet Information Services 5.0 or higher
    - Terminal Services
    - Windows 2000 Terminal Services Internet Connector license
2. For the each client:
    - Internet Explorer 5.5 or higher
    - An Internet connection of about 20kbps per user

6.2.1.4.4 MANDATORY MOBILE DEVICE REMOTE ACCESS BANDWIDTH

6.2.1.4.4.1 If the proposed system requires remote access from a mobile workstation, it must perform satisfactorily using current County 1 x Round Trip Delay Time (RTT) technology (40 to 60 KB average). Vendors must describe the requirements of their proposed system's remote access from a mobile workstation.

Pro-Filer™ EHR requires a minimum of 20 Kbps per user session for remotely connected users. 30 to 40 Kbps is recommended.

User organizations who wish to purchase mobile solutions for use with Pro-Filer™ have two different hardware platforms to consider. The platforms are:

1) Notebook/laptop PC's

2) TabletPC

Within those two hardware choices are additional operational modes as discussed below. In order to select the best solution, you should first define your needs by mobile worker type. Not all mobile workers have the same needs so therefore, your final solution may involve multiple platforms. There are several factors and concepts that define UNI/CARE's solution for mobile workers. These are discussed below:

PRO-FILER™ ON-LINE vs. OFF-LINE SOLUTIONS

On-Line Solutions (AirCard):

On-line refers to the ability for the mobile computing device to establish a remote connection to the central server. Once connected, the device has real-time access to the Pro-Filer™ database. The on-line connection runs a Terminal Services session in which the actual processing is running at the central location. Only the screen, keyboard & mouse movements are being sent between the mobile user and the central office.

Both the notebook/laptop and the Tablet PC can function in a viable on-line capacity. An on-line connection does not store any local information. All information resides in the Pro-Filer™ Master Database. The on-line connection can be made in one of two ways: 1) via a cell phone or 2) via a landline. On-line solutions generally require a screen that supports a minimum resolution of 640 x 480 (requires some scrolling), with the best solution supporting 800 x 600 resolution (no scrolling). Notebook computers and tablet PC's are well suited for this usage.

Factors to consider for On-line Solutions

- What are the information needs of the mobile worker? What subset of functionality can they operate with or do they need all functions?
- What is the availability of a connection via either cell phone or land line for the mobile worker?
- What is the cost of cell phone data connections in your area?
- How much time during the day will a mobile worker actually need to spend on-line?
- How reliable is the cell phone data connection?

Off-Line Solutions:

Off-line refers to the fact that the application processing being conducted by the mobile user does NOT require any form of communication or constant link with a central office for operation. The application and the data reside on the mobile users device and communication with the central office is only required for data synchronization.

We offer one solution for off-line computing: Express Processing.

Express Processing:

Provides a subset of the Pro-Filer™ full functionality. It allows the user to download some basic client info for their caseload, their provider schedule, and service plan info. The three functions supported are:

Provider Schedule update to remote users via MS Outlook - downloads a remote user's appointment schedule into MS Outlook for off-line usage. A separate PDF report with client info is also downloadable.

Provider Service Recording - allows off-line recording of planned or scheduled services.

Provider Progress Notes Recording - allows off-line recording of the progress note associated with the recorded service above.

Client Assessments Recording - allows off-line recording of any user-defined assessments. Assessments are uploaded to Pro-Filer and are available only at the Profile-of-Client\User Define Data tab.

As with all off-line solutions, there is a requirement to synchronize the mobile device on a regular basis. It requires establishing a communication connection with the central office and running the synchronization process.

Notebook/laptop vs. Tablet PC:

A new entry into the handheld market is the Tablet PC running the Microsoft XP Professional for TabletPC operating system. The Tablet PC is essentially a notebook computer with a "yellow notepad" analogy for a screen. The new features in the Tablet PC are geared toward taking the analogy of the "yellow notepad" to the next logical level.

Using a special stylus, the Tablet PC allows the user to "write" on the screen in a new form of input dubbed "digital ink". The OS can also recognize your handwriting and attempt to turn t into typed text. The screens are also touch sensitive, so they function the same as the PDA's screens in that regard. In a sense, they are a hybrid between the best PDA features and the best laptop features. They also feature much longer battery life than notebooks typically have.

From a Pro-Filer standpoint, the benefit of using the Tablet PC would be via interaction with the tree. Since it is a touch sensitive screen, users could point their way around the tree without a mouse. This may or not be enough of an incentive to overcome the slightly higher costs of these devices, over what is available in the laptop market today. Pro-Filer™ is not designed to take advantage of the new digital ink, so that should not be counted on as a benefit for Pro-Filer™.

If you perceive a benefit to the form factor, the screen, and the non-Pro-Filer™ benefits of the new operating system, then it may be worth exploring these devices as a mobile option, otherwise the notebook/laptop PC will suffice for Full Processing Pro-Filer™.

SUMMARY:

The summary table below summarizes your options for running Pro-Filer™ on a mobile device:

Figure 1. Remote Access Summary Table

Form Factor	On-line Mode Processing	Off-line Express Processing	Touch screen Processing Features	Pro-Filer™ Input Methods
Laptop's	Y	Y	N	internal keyboard, mouse
Tablet PC's	Y	Y	Y	stylus, on-screen & external keyboard

Your decision making process should include the following analysis:

- Functional requirements by mobile worker type
- Mapping of mobile work type to suggested platform
- Number of users by mobile worker type
- Analysis of operational issues associated with each solution (i.e.: cellular coverage, etc.)

- Costs for each platform by manufacturer
- Total number of mobile users per platform
- Cost / benefit analysis for each solution
- Any additional operational costs associated with each platform (cellular costs, batteries, locks, cases, etc.)
- Any additional vendor costs associated with each platform
- Security/Risk analysis by platform
- Budget analysis in light of the above information

From the options available, as well as the analysis that each company must undertake to make a decision, it is clear that UNI/CARE Systems, Inc. is not in a position to offer a general recommendation for the use of Pro-Filer™ by mobile users. We would be pleased to discuss any questions you might have in regards to the details associated with our mobile solutions, in order to assist you in your decision making process.

6.2.1.4.5 MANDATORY TCP/IP

6.2.1.4.5.1 Vendors must acknowledge their proposed system runs on a TCP/IP network.

Pro-Filer™ requires the use of a TCP/IP network.

6.2.1.4.6 MANDATORY WAN NETWORK BANDWIDTH

6.2.1.4.6.1 The County's slowest Wide Area Network (WAN) connected site is a Digital Subscriber Line (DSL) site with 1.2Mb's down and 700Kb/s up. There are four (4) workstations on the remote end of this WAN connection on a 100 megabit switched network. Vendors must describe how their proposed system is able to perform satisfactorily with this amount of network throughput.

With 4 end-users the described limitation appears to be sufficient. Pro-Filer™ EHR requires a minimum of 20 Kbps per user session for remotely connected users. 30 to 40 Kbps is recommended.

6.2.1.5 SECURITY

Lane County's current client/server environments use Windows authentication facilities for application user ID and password to grant access permissions to applications. Centralized security administration is currently provided by the Lane County Information System (LCIS) support staff.

6.2.1.5.1 MANDATORY AUTHORIZED USER ACCESS

6.2.1.5.1.1 Access to all components of the proposed system shall be granted only to authorized users. Vendors must describe the business rules related to access to their proposed system.

Pro-Filer™ implements a multi-faceted security authentication process. End-users must first be authenticated to the network. Then be given access to the Pro-Filer™ EHR through the EHR graphical interface. Once in the Pro-Filer™ EHR additional security is applied that will dictate what the end user can see and what functions can be performed.

6.2.1.5.1.2 Authorized users of the proposed system must be identified by a user ID and password or another means that provides equivalent or better security. Vendors must describe the business rules related to authorizing users of their proposed system.

Pro-Filer™ Security

Using multi-stage technology, UNI/CARE Systems has developed security functionality to meet the most demanding applications specified by agency policies, licensing organizations, accrediting bodies, and HIPAA regulations.

Security in Pro-Filer™ entails the following components:

- logon security
- form and field security
- company security
- company/treatment team security
- company/cost center/treatment team security
- combinations of these components.

Pro-Filer™ Form Security

Forms in Pro-Filer™ are windows where data is stored such as the Client Profile form, Self Pay form, Axis I, or Provider form. Forms can have four separate privileges:

1. the ability to view the form (load)
2. the ability to add a new form (insert)
3. the ability to update or change a form (update)
4. the ability to delete a form (delete) – currently forms cannot be deleted

Each privilege functions independently but to add or update a form, the user must first have view privilege. To deny any access to a form, do not give it view privilege.

Pro-Filer™ Field Security

If a user has either view, add, or update privilege to a form, then each field in the form can be secured. Fields have three levels of access:

1. no privilege – the field data cannot be viewed (the field background is blue and it says “no access” if it is a combo box; or if it is a text or numeric or alphanumeric field – the background is white and the data does not display);
2. read privilege – the data can be viewed but cannot be changed or added (the field background is gray);
3. read and write privilege – the data can be viewed, added, or changed (the field background is the normal white).

Field security works in concert with form security in that in order to have read and write privilege to a field, the user must also have load and update privilege to the form. Form security takes priority over field security so make sure the proper privilege is given the form before attempting to secure the fields.

6.2.1.5.2 MANDATORY INTERNET SECURITY

6.2.1.5.2.1 If the proposed system connects to the Internet, an industry accepted level of encryption must be used for data transmissions. Vendors must describe the encryption methods used by the proposed system and other security features in the Internet component of the proposed system.

The Pro-Filer™ EHR is capable of utilizing all of the Internet security features currently offered by the Microsoft operating systems on which it resides. UNI/CARE will work with Lane County based on its current network infrastructure and protocols to implement the most secure security features for running the Pro-Filer™ application.

6.2.1.5.3 MANDATORY PASSWORD SECURITY

6.2.1.5.3.1 The proposed system must not transmit user ID’s or passwords in clear text. Vendors must describe how the proposed system transmits user IDs.

Pro-Filer™ EHR user ID's and passwords are masked and encrypted by using the built-in functionality offered by the Microsoft Operating system on which it resides.

6.2.1.5.4 MANDATORY REMOTE ACCESS

6.2.1.5.4.1 If the system resides in Lane County’s secure computer facility and remote access to the system is required, access will be provided through a Virtual Private Network (VPN) with two (2) factor authentication. Vendor proposals must describe the Vendor’s need for remote access to Lane County’s facility and what security methods and standards the Vendor uses for remote access.

Pro-Filer™ implements a multi-faceted security authentication process. End-users must first be authenticated to the network. Then be given access to the Pro-Filer™ EHR through the

EHR graphical interface. Once in the Pro-Filer™ EHR additional security is applied that will dictate what the end user can see and what functions can be performed.

6.2.1.5.5 MANDATORY WEB PAGE SECURITY

6.2.1.5.5.1 Vendors must describe how unauthorized users are prevented from accessing web pages of the proposed system.

Pro-Filer™ implements a multi-faceted security authentication process. End-users must first be authenticated to the network. Then be given access to the Pro-Filer™ EHR through the EHR graphical interface. Once in the Pro-Filer™ EHR additional security is applied that will dictate what the end user can see and what functions can be performed, which include access to the Internet and active URLs.

6.2.1.6 SERVER SOFTWARE

6.2.1.6.1 MANDATORY OPERATING SYSTEM PATCHING AND UPDATES

6.2.1.6.1.1 Vendors must describe how their proposed system will permit operating system patching and updates, and allow for a system restart when a patch or update requires it.

Pro-Filer™ will support and permit operating system patching and updates. Lane County would simply perform the patching and updates as necessary. Furthermore, UNI/CARE, itself, will perform these same operations to test the application against such patches and updates to ensure compatibility.

6.2.1.6.2 MANDATORY SERVER OPERATING SYSTEM

6.2.1.6.2.1 The proposed system must be able to operate on Microsoft Windows 2003 Server with Service Pack 1. Vendors must describe the recommended server operating system for the proposed system, if different from MS Win 2003, SP1.

Pro-Filer™ EHR will run on the Windows server 2003 w/ SP1 Operating system. A listing of supported system is supplied in the hardware recommendation immediately following.

6.2.1.6.3 MANDATORY SYSTEMS MANAGEMENT AND MONITORING

6.2.1.6.3.1 Vendors must describe how the proposed system will cooperate satisfactorily with Microsoft Systems Management Server and Microsoft Operations Manager, as well as with HP, Compaq and IBM hardware management agents.

Pro-Filer™ EHR can run independent or in conjunction with the listed environment.

6.2.1.6.4 MANDATORY WEB SERVER SOFTWARE VERSION

6.2.1.6.4.1 Vendors must describe if their proposed system will be able to operate on Microsoft Internet Information Server, version 6.

Pro-Filer™ will support and operate using Microsoft Internet Information Server, version 6 and higher.

6.2.1.6.4.2 Vendors must describe the recommended requirements for Web server software for their proposed solution.

The UNI/CARE Pro-Filer™ system is a multi-tiered application

solution, featuring both scalable and independent Database, Business Rules and Presentation (client) services. These services are tightly integrated within the Pro-Filer application framework.

The Pro-Filer™ web-enabled solution is simply an extension of the Presentation service (or client) that enables MS Internet Explorer to function as the Pro-Filer™ client, without the need for the typical client installation process.

The Pro-Filer™ web-client is a "plug-in" that automatically installs itself upon first usage. The fully functioning Pro-Filer™ client then runs within Microsoft Internet Explorer through the use of Web portal technology.

We chose this approach to web-enable the Pro-Filer™ client since it provided a number of competitive advantages over the traditional HTML form-based access including:

- real-time update of information displayed for immediate viewing.
- does not use HTTP, Java, or ASP web pages that are static *(essentially off-line)* in nature.
- all the same high security and dynamic form interaction of a Visual C++ client application.
- full functionality of a client-server application that would not be possible in a standard web page design *(the full power of Visual C++ versus usual web forms composed of HTML and Java)*.
- dynamic usage of Microsoft's NT domain model for secure transaction processing.

WEB-ACCESS REQUIREMENTS

The Pro-Filer™ application can easily be web-enabled by adding the following components:

3. A Windows 2000 Server running the following services:
    - Internet Information Services 5.0 or higher
    - Terminal Services
    - Windows 2000 Terminal Services Internet Connector license
4. For the each client:
    - Internet Explorer 5.5 or higher
    - An Internet connection of about 20kbps per user

6.2.1.6.5 MANDATORY ANTIVIRUS PROTECTION

6.2.1.6.5.1. Vendors must describe how their proposed system will cooperate satisfactorily with the COUNTY's current antivirus software and permit automatic antivirus definition updates. The current antivirus software is Trend Server Protect. Vendors should site example(s) where the proposed software is operational today on a network utilizing this antivirus software.

Pro-Filer™ EHR can run independent or in conjunction with the listed environment. UNI/CARE has not been made aware of any conflicts of the application running with antivirus software. Furthermore, UNI/CARE recommends and all of the supplied UNI/CARE references are utilizing antivirus software; however, UNI/CARE is not aware of any particular customer utilizing the Trend Server Protect application.

6.2.1.6.6 MANDATORY BACKUP

6.2.1.6.6.1 Vendor systems that are located in the COUNTY computer facility and managed by the COUNTY for backup and recovery are required to utilize the Lane County Back-Up Facility. Lane County will use the following backup system: CommVault SW, EMC SAN with an ADIC tape library.

Pro-Filer™ EHR can run independent or in conjunction with the listed environment.

6.2.1.7 SUPPORT

6.2.1.7.1 MANDATORY SYSTEM AVAILABILITY AND REDUNDANCY

6.2.1.7.1.1 Vendors must describe how the proposed system application will be available and supported 0800 until 1700 PST, Monday through Friday. Service provided by an ASP must have a fail-over system.

UNI/CARE offers 24 hours, 7 days a week software support and technical services to support the application. Furthermore, Pro-Filer™ only requires minimal downtime during upgrades, which can be scheduled during non-peak times for avoiding peak time interruptions. UNI/CARE's ASP (On Demand Application Hosting Services) does offer a fail-over system and is fully described in Section K, Hosting Services as requested.

6.2.1.8 WORKSTATION

6.2.1.8.1 MANDATORY MINIMUM WORKSTATION

6.2.1.8.1.1 Vendors must describe if their software operates satisfactorily on the minimum requirements for a workstation operating in the COUNTY, as set forth in the following Table:

Table 6.2.1.8.1 Minimum COUNTY Workstation Specifications

ITEM	REQUIREMENT
Processor Speed	1.4 GHZ
RAM	256MB
Free Storage Space	3GB
Operating System(s)	Windows 2000 Sp4 or Windows XP Sp2
Internet browser	Internet Explorer 6 Sp1 (only)
MDAC level	2.8
SQL client	MS SQL Client v.2000 Sp3 or higher
Video display	17" CRT or LCD single monitor
Video adapter	2MB memory
Display settings	800 X 600 Resolution
USB ports	2 ports running 1.1 speed USB
Floppy drive	1.44 MB 3.5" drive
CD-ROM drive	32X Speed CD without write capability
Network interface	Ethernet 10/100MB running TCP/IP

UNI/CARE has reviewed the COUNTY workstation table provided and Pro-Filer™ will run concurrently on the specified workstations. UNI/CARE is recommending installing the Pro-Filer™ presentation layer on Terminal servers; therefore, workstations need only have RDP capabilities.

6.2.1.8.2 MANDATORY WORKSTATION SOFTWARE IMAGE

6.2.1.8.2.1 Vendors must describe if their proposed software operates satisfactorily on workstations that meet the following mandatory requirements for workstation software in the COUNTY, as set forth in the following Table:

Table 6.2.1.8.2 Mandatory COUNTY Workstation Software

WORKSTATION SOFTWARE	REQUIREMENT
Antivirus	McAfee VSE 8.0I with Port 25 Blocking
Antispy	Spybot Search & Destroy, Ad Aware
Desktop Management	LANDesk 8.7 with Security Suite
File Compression	Winzip 8
PDF Reader	Adobe Acrobat Reader version 7.X
Office Suite	Microsoft Office 2000, XP, and 2003
E-mail	Microsoft Outlook 2000, XP, 2003

UNI/CARE has reviewed the COUNTY workstation table provided and Pro-Filer™ will run concurrently on the specified workstations. UNI/CARE is recommending installing the Pro-Filer™ presentation layer on Terminal servers; therefore, workstations need only have RDP capabilities.

6.2.1.8.3 MANDATORY EXISTING WORKSTATIONS

6.2.1.8.3.1 Vendors must describe how their proposed system operates satisfactorily on COUNTY workstations that meet minimum COUNTY specifications described in *Sections 6.2.1.8.1 and 6.2.1.8.2* above. Vendors should indicate if upgrades to COUNTY specifications for workstations are recommended to better run their proposed system software, e.g. additional RAM.

UNI/CARE has reviewed the COUNTY workstation table provided and Pro-Filer™ will run concurrently on the specified workstations. UNI/CARE is recommending installing the Pro-Filer™ presentation layer on Terminal servers; therefore, workstations need only have RDP capabilities.

6.2.1.8.4 MANDATORY WORKSTATION OPERATING SYSTEM

6.2.1.8.4.1 Vendors must state if their proposed system can be operated on workstations utilizing the following mandatory workstation operating system(s): Windows 2000, Sp4 or Windows XP, Sp2.

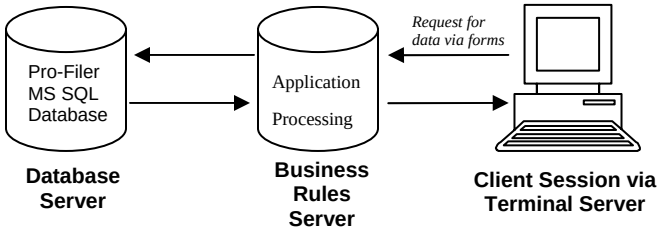
Pro-Filer™ EHR can run independent or in conjunction with the listed environment.

UNI/CARE Systems Inc.'s System Requirements
For Lane County – 136 User Configuration

The Pro-Filer application was designed using n-tier technology. The multi-tier structure provides for the logical separation of the three basic service components of any application:

- database
- business rules
- presentation

Figure 2. Pro-Filer™ Tier Representation



Our designated implementation of this design is through a multi-server environment, where each tier resides on one or more servers, as needed. The client (presentation) tier is designated to operate in a Terminal Services* environment, without locally installed clients. This model eases administration of the application and minimizes potential installation variables. Accordingly, the requirements for an individual PC to use the application are very minimal, since the actual processing is occurring on the Terminal Server, with only the screens, keyboard and mouse-clicks being transmitted to and from the PC.

** Citrix Server is also acceptable for the client tier.*

Designated Equipment:

The requirements below are the minimum to support the number of concurrent licenses purchased (136).

Figure 3. Designated Server Equipment

Servers (New)	Qty	CPUs per server	RAM	HrdDrv Main	HrdDrv Pagefile	CD / CDR	Additional Notes
Terminal	4	2	4GB	3 x 36GB	-	CD	[1] TrmSrv 1 w/16 power users TrmSrv 2-4 w/40 standard users
Application	2	2	3GB	3 x 36GB	2 x 36GB	CD	-

Servers (New)	Qty	CPUs per server	RAM	HrdDrv Main	HrdDrv Pagefile/ TempDB	HrdDrv Trans logs	CD / CDR	Additional Notes
Database	1	2	4GB	2 x 120GB	2 x 36GB	2 x 72GB	CDR	[1] Windows 2003 standard Server [2] MS SQL Server 2005 – standard edition

Desktop PC

Figure 4. Desktop PC Requirements

Test / Upgrade	1	1 P4 2.8 GH or >	1GB	20GB	-	-	-	[1] Requires TS for multi-user testing
Automation Manager	1	1 P4 2.8 GH or >	1GB	20GB	-	-	-	-

All servers have the following common specifications, except as otherwise noted:

Figure 5. Server Additional Requirements

Processors	Xeon 2.8Ghz or higher
Array Controller	RAID-1
Hard Drives	*as indicated in the Server table*
Main:	SCSI RAID-1 drives
Pagefile.sys/TempDB	SCSI drive
Transaction logs:	SCSI drive (sql server ONLY)
Operating System:	Windows Server 2000 or higher *(unless otherwise indicated)*
Network Card:	10/100 Ethernet NIC *(suggested upgrade: 2 NIC's, teamed)*
Network Protocol:	Microsoft TCP/IP
Backup Power:	Smart UPS sized for emergency shutdown upon power loss
CD Drive:	High speed CD or CDR drive *(as indicated)*
Backup:	100/200 GB DLT DAT Drive – ***Any Network Server***

Other Requirements:

UNI/CARE requires Lane County to:

- Utilize Microsoft Domain Authentication using Microsoft Active Directory at all tiers. Therefore, Lane County is required to have one Windows NT Domain controller running Windows 2000 Server or higher. UNI/CARE recommends that Lane County have two Windows NT Domain controllers for redundancy.

- Purchase and install a Client Access License (CAL) for each SQL Server attached client.

- Make available a permanent Test/Upgrade PC. This system is used to install new Pro-Filer™ application releases in a test environment prior to moving the release to the production environment. This system need only be capable of supporting a few users who will test the new release. This system contains both TS (client) and Application tiers.

- Make available a permanent Automation Manager Application PC. This system is used to run batch related application processes. At least one Automation Manager session will need to be running at all times.

- Insure that all Designated Equipment will be used as **dedicated servers**, with no additional software, in order to eliminate possible conflicts and externally caused performance issues.

- Insure that Microsoft BackOffice components will NOT be installed on any Server(s) running UNI/CARE applications, without prior written permission from UNI/CARE.

- Make available connectivity in order to remotely support/control all designated servers, via a method acceptable to UNI/CARE. We recommend PCAnywhere Version 9.2 or higher, to provide this level of support. We strongly request broadband connections versus modem-based. If using VPN software to allow remote connectivity, Lane County is responsible for providing UNI/CARE with the VPN software and/or hardware that is needed to connect. *Note: we do not support all VPN software, as some of it has been found to conflict with other applications, in which case an alternate solution would be required. An example*

is Defender VPN software – not supported.

- ❑ Make available to UNI/CARE, a terminal server session running a full version of MS Access 2000. This is used for some application utilities that are used by Support.

Notes:

- Lane County should install the designated operating system on all servers, including latest patches, prior to UNI/CARE software installation (typically on-site). UNI/CARE will configure the Designated Equipment during Software Installation, according to UNI/CARE requirements.
- All pre-built application reports print to standard page size laser printers. If Lane County decides to print on multi-part, pre-printed forms, UNI/CARE requires dot matrix printers that are configurable through a printer menu. Laser printers cannot be used to print output on multi-part forms used for billing third parties.
- Crystal Reports V11.0 Runtime is bundled with the Licensed Programs. This allows all system users to use the pre-built application reports without purchasing Crystal Reports. In order for Lane County to create customized reports or modify standard reports, Lane County will need to purchase Crystal Reports Professional (V11 or higher). Crystal Reports licenses are sold for concurrent usage.
- In order to determine the communication line bandwidth requirements for remote users who will access the Terminal Server farm via non-Ethernet means, make your calculations using an average of 20 Kbps per concurrent user connection. This provides for 50 users per T1 line. Lane County is responsible for the correct sizing of all communication lines in order to accommodate the use of remote (non-Ethernet) users.

Pro-Filer™ components

The required list of Pro-Filer™ components is customized to each new client in our Hardware Recommendations, which is made part of your contract. The following checklist can be used as a general discussion tool to ascertain that all aspects of your solution have been accounted for, however your specific solution may not contain all of the following components:

HARDWARE:

- ❑ Primary Domain Controller (PDC)
- ❑ Back-up Domain Controller (BDC)
- ❑ SQL Server
- ❑ Application Server
- ❑ Terminal Server
- ❑ Test/Upgrade Server
- ❑ Network infrastructure (example: hubs, routers, PC's, CAT-5 wiring, switches, comm. lines, etc.)

SOFTWARE

- Windows 2000 Server for the Pro-Filer™ SQL Server
- SQL Server2000 – version dependent on number of users
- SQL Server 2000 Client Access Licenses (CAL) – minimum 1 license per Pro-Filer™ user
- Windows 2000 Server for the Pro-Filer™ Application Server
- Terminal Services License (Server) – **1 per Terminal Server (strongly recommended)**
- Terminal Services Client (TSC) – **1 per Pro-Filer™ user (strongly recommended)**
- Windows desktop OS (Win98 or above) – minimum 1 license per Pro-Filer™ user
- Citrix Server & Client Licensing – as desired, if you want the additional functionality not delivered by Microsoft Terminal Services
- Access2000 – conversion and forms update tool - minimum 1 license
- Anti-virus - recommended
- Back-up software - required
- Microsoft Exchange – two way update of provider schedules and tasks
- Microsoft Outlook – individual provider schedules and tasks
- MS Office – for spell check
- Crystal Reports Professional V8.5 or higher - 1 license per concurrently active report developer
- PC Anywhere V10 or higher – 1 license on Application Server, 1 license on Pro-Filer™ client, 1 license on SQL Server

UNI/CARE DELIVERED SOFTWARE

- Databases:
  - Production/live
  - Test
  - Train
- Pro-Filer™ Application Server install
- Pro-Filer™ Client install
- Pro-Filer™ Reporting client install
- Pro-Filer™ Tools

SECTION B-4

Response to Desirable Technical Requirements

6.2.2 DESIRABLE TECHNICAL SPECIFICATIONS

6.2.2.1 APPLICATION

6.2.2.1.1 DESIRABLE APPLICATION INTEROPERABILITY AND INTERFACES

6.2.2.1.1.1 Vendors should state if the proposed system provides a browser interface for regular department employee use, and if it supports Internet Explorer v6 Sp1 or later.

The UNI/CARE Pro-Filer™ system is a multi-tiered application solution, featuring both scalable and independent Database, Business Rules and Presentation (client) services. These services are tightly integrated within the Pro-Filer application framework.

The Pro-Filer™ web-enabled solution is simply an extension of the Presentation service (or client) that enables MS Internet Explorer to function as the Pro-Filer™ client, without the need for the typical client installation process.

The Pro-Filer™ web-client is a “plug-in” that automatically installs itself upon first usage. The fully functioning Pro-Filer™ client then runs within Microsoft Internet Explorer through the use of Web portal technology.

We chose this approach to web-enable the Pro-Filer™ client since it provided a number of competitive advantages over the traditional HTML form-based access including:

- real-time update of information displayed for immediate viewing.
- does not use HTTP, Java, or ASP web pages that are static *(essentially off-line)* in nature.
- all the same high security and dynamic form interaction of a Visual C++ client application.
- full functionality of a client-server application that would not be possible in a standard web page design *(the full power of Visual C++ versus usual web forms composed of HTML and Java)*.
- dynamic usage of Microsoft’s NT domain model for secure transaction processing.

WEB-ACCESS REQUIREMENTS

The Pro-Filer™ application can easily be web-enabled by adding the following components:

1. A Windows 2000 Server running the following services:
    - Internet Information Services 5.0 or higher

- Terminal Services
- Windows 2000 Terminal Services Internet Connector license

2. For the each client:
   - Internet Explorer 5.5 or higher
   - An Internet connection of about 20kbps per user

6.2.2.1.1.2 Vendors should describe if the proposed system provides integration with other applications, and if it makes use of Service Oriented Architecture.

Pro-Filer™ has been designed with an open-structure using MS SQL database allowing for the integration or interface to an array of desired third party applications. Pro-Filer™ is currently integrated with Microsoft Outlook and Office applications, Sage MIP Fund Accounting just to name a few.

6.2.2.1.1.3 Vendors should describe if the proposed system provides interfaces with other applications, and if that web services will be available for use.

Pro-Filer™ has been designed with an open-structure using MS SQL database allowing for the integration or interface to an array of desired third party applications. Pro-Filer™ is currently integrated with Microsoft Outlook and Office applications, Sage MIP Fund Accounting just to name a few.

6.2.2.1.2 DESIRABLE GRAPHICAL USER INTERFACE

6.2.2.1.2.1 Vendors should describe how their proposed system does not present a user with functions that security will prohibit them from performing, e.g. such functions should not be displayed or should be disabled (grayed out).

Pro-Filer™ implements a multi-faceted security authentication process. End-users must first be authenticated to the network. Then be given access to the Pro-Filer™ EHR through the EHR graphical interface. Once in the Pro-Filer™ EHR additional security is applied that will dictate what the end user can see and what functions can be performed. For example, those fields that are not to be accessible for a specified end-user will be grayed out and not visible. In a similar fashion, an end-user will not have access to those functions he or she is not supposed to be able to perform.

6.2.2.1.2.2 Vendors should describe how their proposed system wording can be easily understood and difficult to misunderstand.

Pro-Filer™ will permit Lane County to rename form, folder and some system components to be user-friendly for its end-users. Furthermore, this added functionality is available per user to allow Lane County to uniquely identify system elements per end-user functions, i.e. intake, clinical, billing, and so forth. For example, the default name for one folder is “My Selected Charts” and Lane County could rename the folder to “Client EHR”.

6.2.2.1.2.3 Vendors should describe how their proposed system object behavior is consistent and uses a limited set of window controls, e.g. if the same controls appear on multiple displays, they should be located in the same place and work in the same way.

All Pro-Filer™ modules have been designed using the same user-friendly Windows GUI and are fully integrated providing the end-user with a consistent user interface and navigation methods.

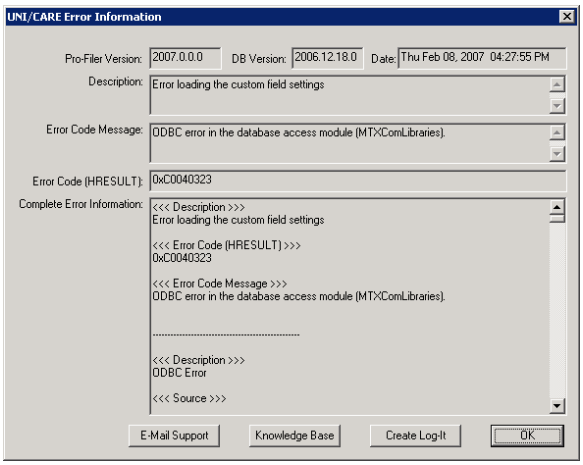
6.2.2.1.2.4 Vendors should describe if default values are provided for enterable fields, whenever possible. This includes defaulting user ID fields to the currently signed-on user, department fields to the current user’s department, and date fields to the current date, when appropriate.

Pro-Filer™ has been designed to include and promote an extensive collection of pre-built data elements. Such are available via drop down lists, radio buttons, selection boxes, and so forth. Furthermore, such data is subject to the end-users security permissions and displays accordingly. The default user-ID available at log-in is subject to the Windows OS define set-up and usually defaults to the last logged in user for that particular workstation.

6.2.2.1.2.5 Vendors should describe if their proposed system error messages state the problem(s) clearly, offer possible solutions and allow the Vendor or local staff to diagnose the problem(s).

Pro-Filer™ has been designed to provide the end-user with comprehensive and informative error messages. These messages include a complete description of the error and instructions for contacting support, as well as direct links to UNI/CARE via email, its customer web site, and its support help desk system. The below screen print provide a sample of the above described error message.

FIGURE 1. SAMPLE ERROR SCREEN



6.2.2.1.3 DESIRABLE ACCESSIBILITY AND ASSISTIVE TECHNOLOGY

6.2.2.1.3.1 Vendors should describe if their proposed system application provides an option to present images and animated content in an alternate manner and the ease of replacing audio communication with visual communication. Vendors must describe how the proposed system allows individuals to control their computers through means other than a standard keyboard or pointing device, e.g. alternative keyboards, electronic pointing devices, joysticks, trackballs, touch screens, Braille embossers, and/or speech/voice recognition programs.

Pro-Filer™ will support any data entry methodology supported by the Windows OS. Such methods include, but are not limited to keyboards, mice, pointing devices, touch screen, speech/voice recognition programs. UNI/CARE has experience with the implementation and support of all of the above mentioned devices. In addition, Pro-Filer™ will support audio and/or visual guidance with the ability to turn off (via speakers or provided mechanism) the audio guidance should it be disruptive.

6.2.2.1.3.2 Vendors should describe their proposed systems in relation to color, e.g. should not be the sole means used to convey or differentiate information.

Pro-Filer™ has been designed to allow Lane County to implement and define per user application “skins”. Each end-user, per the business and security protocols of Lane County, will have the ability to user-define a color scheme based on his/her preference. In addition, Pro-Filer™ uses color scheming to indicate items such as new, expired, highlighted, selected, not available, and so forth.

6.2.2.1.4 DESIRABLE DATA ENTRY

6.2.2.1.4.1 Vendors should describe if their proposed system application presents users with tools that are relevant in the current context, eliminating or disabling irrelevant tools. It should use progressive disclosure to reveal information as it is needed and give users the option to hide information they don't consider useful. Vendors must describe if their proposed system application contains intelligent default settings and supports linear extended and two-dimensional extended selection, auto-completion and an audio option to all visual cues and feedback.

Pro-Filer™ implements a multi-faceted security authentication process. End-users must first be authenticated to the network. Then be given access to the Pro-Filer™ EHR through the EHR graphical interface. Once in the Pro-Filer™ EHR additional security is applied that will dictate what the end user can see and what functions can be performed.

Additional system elements that are options or for informational purposes only, i.e. status window, navigator, messenger, and so forth can be turned on or off based on the end-users preference.

Pro-Filer™ supports intelligent default settings by the end-user logged in and client type. Pro-Filer™ also support auto completion and audio cues via a wizard that provide workflow, reminders, alerts, and triggers with the audio optional.

6.2.2.1.4.2 Vendors should describe how their proposed system provides the capability to identify individual table entries as expired and no longer usable in the entry of new records, but are still valid for display of existing records.

For every data element within Pro-Filer™, Lane County will have the ability to define an effective an expiration date (and expiration reason). Pro-Filer™ can be set-up, optionally, to expire items (from tables) and they are no longer displayed. In addition, the expired records will be maintained historically for those records with those expired elements.

6.2.2.1.4.3 Vendors should describe proposed system functionality related to drop-down table entries. For example, it should be possible to select items in a list by clicking on the desired choice or typing as much of the item description as is needed to uniquely identify it (similar to the Microsoft Outlook address book). It should be possible to type an exact value into a table-validated field.

Pro-Filer™ has been designed to include and promote an extensive collection of pre-built data elements. Such are available via drop down lists, radio buttons, selection boxes, and so forth. End-users have the ability to accept the desired default, select a new item, or add an item, if security permissions permit.

6.2.2.1.4.4 Vendors should describe how their proposed system works as the user moves from one screen to the next, carrying along key data to minimize re-entry and mistakes.

Pro-Filer™ has been designed to include and promote an extensive collection of pre-built data elements. In addition, Pro-Filer has been designed to be used as an electronic client record. As such, all information entered manually in a client paper record can be stored in Pro-Filer. The system emulates the functions performed in a company such as referral, registration, scheduling, assessments, treatment plan, authorizations, services recording, billing, accounts receivables, quality and outcomes monitoring. All the information is processed only once and retrieved for different purposes as defined by company staff.

Finally, Pro-Filer supports multi-company processing within one database. The system provides for the ability to document information on the client (single point of entry) and subsequently refer the client for clinical care to multiple companies. Within this context, the client information is shared by the multiple companies servicing the client, therefore eliminating duplication of data entry. The clinical information is secured by company and can only be shared if a provider from another company is allowed access to the company records.

6.2.2.1.4.5 Vendors should describe how database columns can be validated by checking entered values against a list of valid values maintained in tables by COUNTY or service provider personnel.

Pro-Filer™ has been designed to include and promote an extensive collection of pre-built data elements. Such, are available via drop down lists, radio buttons, selection boxes, and so forth. End-users have the ability to accept the desired default, select a new item, or add an item, if security permissions permit.

6.2.2.1.4.6 Vendors should describe the use of abbreviations in Table structures, e.g. use of abbreviations that also displays clear descriptions of the information they represent that are intelligible

to a casual user of the proposed system. The proposed system should not display codes that are meaningless or abbreviations so short as to be meaningless.

Pro-Filer supports the use of abbreviations and full descriptions for table items and permits Lane County to determine which; either one or both that should be displayed for the end-users.

6.2.2.1.4.7 Vendors should describe how the proposed system provides the capability for defined COUNTY user groups to configure custom data validation rules to meet specific needs.

Pro-Filer™ has been designed to support the most diverse business rules of any organization. Built in business rules include the ability to monitor and ensure the integrity of data using data protocols and validation rules. Lane County will have the ability to define required, desired, and default data elements for form fields. Furthermore, Lane County will have the ability to user-define custom field types, such as number, text, radio, drop down list, and so forth.

6.2.2.1.5 DESIRABLE DATA EXCHANGE

6.2.2.1.5.1 Vendors should describe how the proposed system application is interoperable with other Windows applications, supports Dynamic Data Exchange, supports saving data in industry-standard file formats, uses standard protocols for data interchange, such as XML, and provides data import and export capabilities.

Pro-Filer™ has been designed with an open-structure using MS SQL database allowing for the integration or interface to an array of desired third party applications. Pro-Filer™ is currently integrated with Microsoft Outlook and Office applications, Sage MIP Fund Accounting just to name a few.

6.2.2.1.5.2 Vendors should describe if the proposed system allows importing of files for mass-loading of data, and if it does, that it accept standard delimited types that can be generated by Excel or other data tools (ex. .CSV files).

Introduction:

The question of data import and export often arises during the initial review of any application system. The purpose of this technical bulletin is to provide a general overview of the technical aspects of data import and export as well as clearly define the capabilities available with Pro-Filer™.

Considerations:

The discussion of data import and export tasks needs to be considered in context of the actual mechanics involved in the operations. Both functions can be divided into the following technical processes:

Data Access & Formats

Data access and formats deals with the underlying capabilities a system possesses to physically exchange data with another application. Depending on the control methodology employed *(see discussion below)*, the application may need to output data in a temporary file, prior to import into the target system. Pro-Filer™ supports export to most every data type including but not limited to fixed length, delimited and all ODBC compliant data types.

While Pro-Filer™ can theoretically import data from any ODBC compliant data source, there is a mapping process that must occur. We use an MS Access as an intermediate data staging platform prior to import. For more detail information on our conversion process, please see our Technical Bulletin titled:

Introduction to Pro-Filer™ Data Conversion.

Field Mapping

Field mapping is an integral aspect of both data import and export functions. To a large extent, the underlying database design defines the boundaries of data import. The mapping process identifies like data attributes of the source system that can be imported into the target system. Likewise with data export, a mapping and possibly conversion process must occur prior to import in the target system.

The Pro-Filer™ application can utilize a number of tools to accomplish import and export mapping including the outstanding **Data Transformation Services (DTS)** utility that comes standard with MS SQL Server. This utility allows drag and drop creation of data exchange processes between any two ODBC compliant data sources. Users can define from simple to complex data transformations on a field-by-field basis, as well as define a tightly controlled schedule for performing the data exchanges on an automated, periodic basis.

Control Methodology

The control methodology refers to the way in which the import or export is handled from a database update view. Primarily this results in systems that are either on-line or

batch posted. The control mechanism can be one of either "push" or "pull" depending on the requirements. The source database can either "push" the data via scheduled exports or the target database can "pull" the data via scheduled data imports. Depending on the integration approach chosen, one method will generally be preferred as a better choice.

Both the push and pull can be methods of data exchange can be implemented with either the on-line or batch update process. **Pro-Filer™ is capable of supporting both methods of update via the DTS utility or a custom written interface.**

- In an on-line system, the imports are applied directly to the target database from the source, with the import engine handling data transformation tasks, while a batch posted system creates an intermediate file for later posting. **Pro-Filer™ supports both on-line and batch methodologies for export into target systems.**

Conclusion:
Through the creation of Data Transformation Services packages or via custom interfaces, Pro-Filer™ can create an interface capable of handling any export data interface requirements, given an ODBC compliant data exchange format. Import or conversion into Pro-Filer™ generally is associated with system implementation and can be accommodated via our Conversion Services.

6.2.2.1.6 DESIRABLE APPLICATION CONFIGURATION

6.2.2.1.6.1 Because users' abilities and preferences vary, users should be able to configure aspects of the interface. However, the application should provide good defaults and should minimize the need for configuration. A user's configuration should be in effect no matter what workstation they use to access the proposed system. Vendors should describe the user interface configuration capabilities that are provided with the proposed system, including any ability to provide customization for groups or individual users.

Pro-Filer™ implements a multi-faceted security authentication process. End-users must first be authenticated to the network. Then be given access to the Pro-Filer™ EHR through the EHR graphical interface. Once in the Pro-Filer™ EHR additional security is applied that will dictate what the end user can see and what functions can be performed. This is also applied to the end-users application configuration, no matter the

workstation. Lane County can define such settings by groups or individual users.

6.2.2.2 DATABASE

6.2.2.2.1 DESIRABLE DATA ACCESS

6.2.2.2.1.1 The DBMS for the proposed system should be MS SQL Server. Vendors should state the DBMS of their proposed system.

Pro-Filer™ requires the use of Microsoft SQL server 2005 to support its relational database design (RDBMS).

Pro-Filer™ utilizes the power and flexibility of Microsoft SQL server for features including but not limited to:

- SQL server maintenance plans for database and transaction log backup and disaster recovery.
- Microsoft SQL views and stored procedures and Sea Gate Crystal Reports for end-user productivity tools.

The following product overview is provided by Microsoft:

Organizations today face numerous data challenges, such as the need to make faster and more data-driven decisions, the need to increase the productivity and flexibility of development staff, and pressure to reduce overall information technology (IT) budgets while also scaling the infrastructure to meet ever-increasing demands.

SQL Server 2005 is designed to help enterprises address these challenges. This next-generation data management and analysis solution delivers increased security, scalability, and availability to enterprise data and analytical applications, while making them easier to build, deploy, and manage.

Extending the strengths of SQL Server 2000, SQL Server 2005 provides an integrated data management and analysis solution that can help organizations of any size to do the following:

- Build, deploy, and manage enterprise applications that are more secure, scalable, and reliable.
- Maximize IT productivity by reducing the complexity of developing and support database applications.
- Share data across multiple platforms, applications, and devices to make it easier to connect internal and external systems.
- Control costs without sacrificing performance, availability, scalability, or security.

SQL Server 2005 advances your data infrastructure in three key areas: enterprise data management, developer productivity, and business intelligence (BI). It also breaks new ground in affordable pricing and licensing, upgrade paths to SQL Server 2005, and the Microsoft Windows Server System.

Additional information pertaining the functionality and scalability of Microsoft SQL Server 2005 can be found at http://www.microsoft.com/sql.

6.2.2.2.2 DESIRABLE BACK-END (DATABASE) CONVERSION

6.2.2.2.2.1 Vendors should describe if the proposed system makes use of a standard database back-end, e.g. SQL Server, that the data tables allow insertion of data from a third party tool, e.g. Digital Transformation Services (DTS), for at least basic setup of tables or synchronization points, e.g. vendor lists, contacts, etc.

Pro-Filer™ requires the use of Microsoft SQL server 2005 to support its relational database design (RDBMS).

Pro-Filer™ has been designed to include and promote an extensive collection of pre-built data elements. These data elements can be manually entered or imported via UNI/CARE's import tool. Please note, any data elements imported into Pro-Filer™ must be evaluated to ensure they follow the pre-defined business rules of Lane County and the application.

6.2.2.3 SECURITY

6.2.2.3.1 DESIRABLE AUTHORIZED USER ACCESS

6.2.2.3.1.1 It should be possible to assign supervisor approval authorization to system reports and possibly other activities in the system. Once a report has been approved, it should not be possible for a user to update or delete it without further supervisor approval.

Vendors should describe approval authorities supported in their proposed system.

This feature is supported with the Pro-Filer™ EHR and can be configured by Lane County for supervisor users.

6.2.2.3.1.2 A user can logon to the proposed system simultaneously at more than one workstation. Vendors should describe their proposed system's functionality in this arena. Can more than a single user access the same individual record simultaneously on the proposed system?

The Pro-Filer EHR will support or deny this capability based on the security protocols of the Microsoft OS. For example, if multiple log-ins are permitted, then yes and vice versa. An individual record can be accessed simultaneously by end-users; however, Pro-Filer™ will provide a conflict message to warn the end-users of such.

6.2.2.3.1.3 The proposed system should disable a user account if a defined number of unsuccessful logon attempts are made within a defined time period. Vendors should describe the built in business rules affecting unsuccessful logon attempts for their proposed system.

This security protocol is not defined within the Pro-Filer™ application and is done through the group policies of the Windows OS. Lane County's System Administrator should define this protocol, which proceeds access to the Pro-Filer™ application.

6.2.2.3.1.4 If the proposed system is to reside in Lane County's secure computer facility, the proposed system should use Microsoft's Active Directory for user authentication and authorization. Vendors should describe the certification/ authentication their proposed system supports.

Pro-Filer™ EHR not only supports this functionality but also requires the use of Active Directory for authentication.

6.2.2.3.1.5 The proposed system should support the current COUNTY standard of an eight or nine-character alpha or alphanumeric user ID. Vendors should describe the rules for User ID format.
This security protocol is not defined within the Pro-Filer™ application and is done through the group policies of the Windows OS. Lane County's System Administrator should define this protocol, which proceeds access to the Pro-Filer™ application.

6.2.2.3.2 DESIRABLE PASSWORD SECURITY

6.2.2.3.2.1 Vendors should describe how their proposed system allows users to change their passwords.

The Pro-Filer EHR supports this by virtue of the fact that this is supported by the Microsoft Operating systems via GPO's to force password change or Lance County's security protocol permitting users to change their passwords. All features of this type are handled at the operating system/network level.

6.2.2.3.2.2 Vendors should describe how their proposed system provides the capability to establish a user account that requires the password be changed the next time the user logs on.

The Pro-Filer EHR supports this by virtue of the fact that this is supported by the Microsoft Operating systems via GPO's to force password change. All features of this type are handled at the operating system/network level.

6.2.2.3.2.3 Vendors should describe how their proposed system provides the capability to set rules for password strength. Does the proposed system allow users to reuse recent passwords?

The pro-Filer EHR supports this by virtue of the fact that this is supported by the Microsoft Operating systems via GPO's to define password strengths. All features of this type are handled at the operating system/network level.

6.2.2.3.2.4 Vendors should describe how their proposed system provides the capability to expire user passwords after a set time period.
The pro-Filer EHR supports this by virtue of the fact that this is supported by the Microsoft Operating systems via GPO's to force password change (expire passwords). All features of this type are handled at the operating system/network level.

6.2.2.3.2.5 The password field support alphanumeric values at least eight (8) characters long. Vendors should describe their proposed system's password format and whether or not the COUNTY can specify the minimum password length.

This security protocol is not defined within the Pro-Filer™ application and is done through the group policies of the Windows OS. Lane County's System Administrator should define this protocol, which proceeds access to the Pro-Filer™ application.

6.2.2.3.3 DESIRABLE APPLICATION FUNCTION SECURITY

6.2.2.3.3.1 Vendors should describe how their proposed system limits access to individual system functions and reports to authorized users.

Pro-Filer™ EHR has a built-in comprehensive history tracking and auditing feature (including date, time, and user stamp) that is fully configurable by the Lane County administrative staff. Events tracked can be reported on through the Pro-Filer™ EHR graphical interface and through OS tools such as event viewer.

6.2.2.3.4 DESIRABLE AUDIT OF USER ACTIVITY

6.2.2.3.4.1 Vendors should describe how their proposed system provides the capability to track (audit) user activity.

Pro-Filer™ EHR has a built-in comprehensive history tracking and auditing feature (including date, time, and user stamp) that is fully configurable by the Lane County administrative staff. Events tracked can be reported on through the Pro-Filer™ EHR graphical interface and through OS tools such as event viewer.

6.2.2.3.5 DESIRABLE DATA STORED ON PORTABLE WORKSTATIONS OR HAND HELD DATA DEVICES

6.2.2.3.5.1 Protected information stored on a portable workstation or hand held data device should use an industry standard level of encryption. Vendors should describe how data is protected on portable workstations or hand held data devices, e.g. a Personal Digital Assistant (PDA) or Universal Serial Bus (USB) Flash Drive. Include encryption methods used in the proposed system.

UNI/CARE recommends running remote devices such as a laptop via Terminal Server or Citrix; therefore, no data is saved on the remote device. Please note Pro-Filer™ does not support the use of PDA.

6.2.2.3.6 DESIRABLE INACTIVITY-BASED LOGOFF

6.2.2.3.6.1 Vendors should describe how their proposed system automatically logs users off of the application running on a workstation after a defined period of inactivity on that workstation.

This security protocol is not defined within the Pro-Filer™ application and is done through the group policies of the Windows OS. Lane County's System Administrator should define this protocol and such a protocol will terminate login/ access to Pro-Filer™ for the terminated session.

6.2.2.3.7 DESIRABLE INTRANET SECURITY

6.2.2.3.7.1 If the proposed system application is intended for use on an Intranet, Lane County can provide a secure environment for

running the proposed system. Vendors should describe the security features provided in the Intranet component of the proposed system.

Not applicable, UNI/CARE is proposing implementing Pro-Filer™ via Terminal Server or Citrix.

6.2.2.4 SERVER SOFTWARE

6.2.2.4.1 DESIRABLE WEB SERVER SOFTWARE

6.2.2.4.1.1 Any web application components of the proposed system should use .NET 2 framework. Vendors should describe their proposed solution's web application component language, if different from this.

UNI/CARE's web-based components use .NET 2 framework.

6.2.2.5 SUPPORT

6.2.2.5.1 DESIRABLE SUPPORT OF PRODUCTION ENVIRONMENT

6.2.2.5.1.1 Vendors should describe how the proposed system application is available 24x7, supported 0800 until 1700 PST, Monday through Friday.

UNI/CARE offers 24 hours, 7 days a week software support and technical services to support the application.

Furthermore, Pro-Filer™ only requires minimal downtime during upgrades, which can be scheduled during non-peak times for avoiding peak time interruptions.

6.2.2.5.2 DESIRABLE APPLICATION DISTRIBUTION

6.2.2.5.2.1 Vendors should describe how the proposed system software can be automatically updated, e.g. new versions, from the server to workstations.

UNI/CARE does not supply the automation update software; however, UNI/CARE's software will support the required format, such as MSI.

6.2.2.5.3 DESIRABLE TEST ENVIRONMENT

6.2.2.5.3.1 Vendors should describe their approach and proposed methodology related to the test environment so COUNTY users can test new versions of the proposed system without affecting the production environment. A description and diagram of the test environment that can be used for system equipment and software testing, testing of integration with other systems, and testing of local customization without affecting the production environment should be provided. The test environment may have a slower processor and less memory than the proposed production environment but needs to be essentially identical to the production environment of the proposed system, including server equipment configuration. Please include the brand and model and recommended processor, memory and disk space for

each test server. If a test environment with local test servers is not proposed, describe the alternative test environment.

UNI/CARE recommends the implementation of a test environment with the installation of Pro-Filer™. Furthermore, UNI/CARE recommends all product patches and new releases are installed and thoroughly tested within the testing environment prior to implementing these in the production environment. This environment requires less hardware, memory, etc. and is a separate database; permitting Lane County to test data integrity and system functionality. In addition, UNI/CARE provides test plans to assist customers with testing specific functionality. UNI/CARE provides and has included with its proposal a recommended test environment set-up.

6.2.2.5.4 DESIRABLE TRAINING ENVIRONMENT

6.2.2.5.4.1 Vendors should describe their approach and methodology for user training on the proposed system without affecting the production system's data. Any actions in the test environment must not affect the availability of the training environment. However, the training environment may share hardware used by the production or test environment.

UNI/CARE recommends the implementation of a training environment with the installation of Pro-Filer™, and provides a separate database for the purposes of training.

SECTION B-5

Response to Requested Technical Requirements

6.2.3 REQUESTED TECHNICAL INFORMATION

Vendor proposals should address the components labeled “Requested Information” to the best of their ability.

6.2.3.1 APPLICATION

6.2.3.1.1 REQUESTED INFORMATION RELATIVE TO INTEROPERABILITY AND INTERFACES

6.2.3.1.1.1 Vendors should describe any known dependencies on specific versions of any workstation operating system objects and any known incompatibilities between the proposed system and other commonly used workstation software.

UNI/CARE has reviewed the COUNTY workstation table provided and Pro-Filer™ will run concurrently on the specified workstations. UNI/CARE is recommending installing the Pro-Filer™ presentation layer on Terminal servers; therefore, workstations need only have RDP capabilities.

6.2.3.1.2 REQUESTED INFORMATION RELATIVE TO APPLICATION CONFIGURATION

6.2.3.1.2.1 Vendors should describe the ways in which the proposed system can be configured by individual local users or COUNTY IT staff.

Customization of Pro-Filer™ can be performed through the use of Pro-Filer’s Utilities such as HTML/ASP Form Development Tool or specific programs written by UNI/CARE to provide the ability to attach data elements to any form in the system. The tools provided are easy-to-use, user-friendly utilities designed to be integrated with the diverse business, security, and application rules of Lane County.

Through the use of these Pro-Filer’s Utilities, Lane County will be able to include an unlimited number of user-defined forms within the system.

In addition, these specific utilities will provide Lane County with the ability to create user-defined fields and displays data items (standard list) from existing database tables. Lane County can define validation rules such as required, not required, and specific value required. Forms/Screens can contain various objects including but not limited to textboxes, radio buttons, drop down list boxes, and combo boxes. Using an HTML or a Pro-Filer editor the end user creates a form/screen which is then saved at a specified location and attached to Pro-Filer™. In addition, the utilities allow the user to integrate user-defined data elements in a generic data structure. Any end-user customizations made to Pro-Filer™ are maintained and preserved in a specific location preventing overwriting during the upgrade process.

Pro-Filer's customization utilities are available for elements including but not limited to:

- Navigation
- Security
- Documentation
- Scanning/Attaching
- System Data parameters
- GUI

Again, such customizations are subject to the business, security, and application rules as defined by Lane County.

6.2.3.1.2.2 Vendors should describe how workflow can be configured by authorized users. Workflow elements may include, but are not limited to, report initiation, report validation, report approval and report distribution.

Pro-Filer™ offers a workflow wizard that will allows Lane County to user-define an end-users workflow based on the diverse business, security, and application rules of Lane County. From login to logoff, Lane County can define an end-users workflow and what he/she has access to and should complete.

6.2.3.1.3 REQUESTED INFORMATION RELATIVE TO APPLICATION LICENSES

6.2.3.1.3.1 Vendors should provide cost information for all server and workstation application licenses for users for both the production and test environments.

Such costing information has been provided in Binder 2, UNI/CARE's Cost proposal as required.

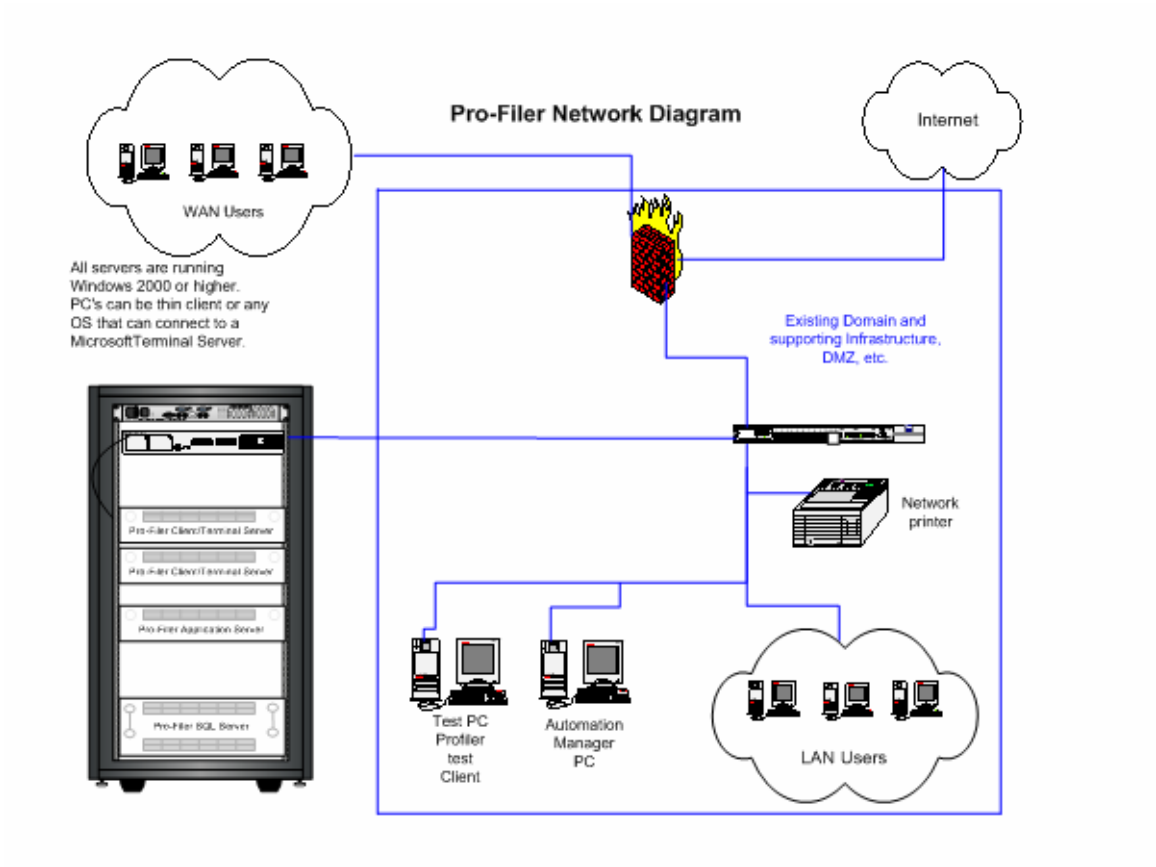
6.2.3.2 APPLICATION SERVICE PROVIDER (ASP)

6.2.3.2.1 REQUESTED INFORMATION RELATIVE TO APPLICATION ENVIRONMENT

6.2.3.2.1.1 Vendors should provide a proposed architecture document that includes a network diagram of the application environment. The document and diagram should show any relationship between the application environment and any other relevant networks, and include details on where the COUNTY's data will reside.

The below (figure 1) is an example network diagram:

FIGURE 1. PRO-FILER™ NETWORK DIAGRAM


Pro-Filer Network Diagram
Internet
WAN Users
All servers are running Windows 2000 or higher. PC's can be thin client or any OS that can connect to a MicrosoftTerminal Server.
Existing Domain and supporting Infrastructure, DMZ, etc.
Network printer
Test PC Profiler test Client
Automation Manager PC
LAN Users

6.2.3.2.2 REQUESTED INFORMATION RELATIVE TO DATA TRANSFERS

6.2.3.2.2.1 Vendors should describe the formats that are expected to be supported by the service provider for data extract import/export?

Introduction:

The question of data import and export often arises during the initial review of any application system. The purpose of this technical bulletin is to provide a general overview of the technical aspects of data import and export as well as clearly define the capabilities available with Pro-Filer™.

Considerations:

The discussion of data import and export tasks needs to be considered in context of the actual mechanics involved in the operations. Both functions can be divided into the following technical processes:

Data Access & Formats

Data access and formats deals with the underlying capabilities a system possesses to physically exchange

data with another application. Depending on the control methodology employed *(see discussion below)*, the application may need to output data in a temporary file, prior to import into the target system. **Pro-Filer™ supports export to most every data type including but not limited to fixed length, delimited and all ODBC compliant data types.**

While Pro-Filer™ can theoretically import data from any ODBC compliant data source, there is a mapping process that must occur. We use an MS Access as an intermediate data staging platform prior to import. For more detail information on our conversion process, please see our Technical Bulletin titled: **Introduction to Pro-Filer™ Data Conversion.**

Field Mapping

Field mapping is an integral aspect of both data import and export functions. To a large extent, the underlying database design defines the boundaries of data import. The mapping process identifies like data attributes of the source system that can be imported into the target system. Likewise with data export, a mapping and possibly conversion process must occur prior to import in the target system.

The Pro-Filer™ application can utilize a number of tools to accomplish import and export mapping including the outstanding **Data Transformation Services (DTS)** utility that comes standard with MS SQL Server. This utility allows drag and drop creation of data exchange processes between any two ODBC compliant data sources. Users can define from simple to complex data transformations on a field-by-field basis, as well as define a tightly controlled schedule for performing the data exchanges on an automated, periodic basis.

Control Methodology

The control methodology refers to the way in which the import or export is handled from a database update view. Primarily this results in systems that are either on-line or batch posted. The control mechanism can be one of either “push” or “pull” depending on the requirements. The source database can either “push” the data via scheduled exports or the target database can “pull” the data via scheduled data imports. Depending on the integration approach chosen, one method will generally be preferred as a better choice.

Both the push and pull can be methods of data exchange can be implemented with either the on-line or batch update process. **Pro-Filer™ is capable of supporting both methods of update via the DTS utility or a custom written interface.**

- In an on-line system, the imports are applied directly to the target database from the source, with the import engine handling data transformation tasks, while a batch posted system creates an intermediate file for later posting. **Pro-Filer™ supports both on-line and batch methodologies for export into target systems.**

Conclusion:
Through the creation of Data Transformation Services packages or via custom interfaces, Pro-Filer™ can create an interface capable of handling any export data interface requirements, given an ODBC compliant data exchange format. Import or conversion into Pro-Filer™ generally is associated with system implementation and can be accommodated via our Conversion Services.

6.2.3.2.3 REQUESTED INFORMATION RELATIVE TO EMPLOYEE BACKGROUND CHECKS

6.2.3.2.3.1 Vendors should describe their process for performing background checks on potential employees?

UNI/CARE does not perform background checks on potential employees.

6.2.3.2.4 REQUESTED INFORMATION RELATIVE TO LANE COUNTY USER ID'S

6.2.3.2.4.1 The COUNTY does not provide a Vendor internal usernames and passwords for account generation. With that restriction, Vendors should describe how they will authenticate users (e.g., LDAP, Client certificates)? If Vendors need to setup an account for a COUNTY user, how will the user ID and password be transmitted back to COUNTY personnel? Vendors should describe how accounts are terminated when they are no longer needed.

Not applicable. UNI/CARE does not require a internal username and password for system operation; however, UNI/CARE requires from time to time to remotely connect to provide software and technical support.

6.2.3.2.5 REQUESTED INFORMATION RELATIVE TO PHYSICAL SECURITY

6.2.3.2.5.1 Vendors should describe the physical security measures in place at Vendor's facility or facilities, e.g. if proposing hosting services, will the proposed systems to be used for the COUNTY data

storage and data processing be located in an access controlled room?

UNI/CARE has partnered with Peak10 to provide a hosting facility, which has been described in detail in Section B6-K, Hosting Services (Optional).

6.2.3.2.6 REQUESTED INFORMATION RELATIVE TO PUBLIC KEY INFRASTRUCTURE

6.2.3.2.6.1 Vendors should describe in some detail if Public Key Infrastructure (PKI) is used in securing data transmissions and data storage, e.g. use of external provider, i.e. VeriSign, or in-house developed infrastructure.

Not applicable.

6.2.3.2.7 REQUESTED INFORMATION RELATIVE TO PRIVACY OF LANE COUNTY DATA/HIPAA COMPLIANCE

6.2.3.2.7.1 Vendors should describe how data will be transferred between Lane County and Vendor's facility, e.g. will an extranet connection between Vendor facility and Lane County be required?

UNI/CARE recommends a thin client using Terminal Server or Citrix where client, application, and SQL server reside in the same hosting location. Client data is stored on the SQL server and will not be transmitted through an extranet regardless of the data hosting location.

However, for conversion or support purposes, encrypted data sets can be securely ftp'd to UNI/CARE's FTP web site or sent via CD-ROM to UNI/CARE. Encryption and password polices are recommended and implemented at the discretion of Lane County.

6.2.3.2.7.2 Vendors should describe Vendor process and procedures for data auditing and security quality assurance testing as it applies to HIPAA compliance, e.g. testing of authentication, authorization and auditing functions, as well as any other activity designed to validate the security architecture.

Pro-Filer™ implements a multi-faceted security authentication process. End-users must first be authenticated to the network. Then be given access to the Pro-Filer™ EHR through the EHR graphical interface. Once in the Pro-Filer™ EHR additional security is applied that will dictate what the end user can see and what functions can be performed. For example, those fields that are not to be accessible for a specified end-user will be grayed out and not visible. In a similar fashion, an end-user will not have access to those functions he or she is not supposed to be able to perform.

6.2.3.2.8 REQUESTED INFORMATION RELATIVE TO PROTECTING LANE COUNTY DATA

6.2.3.2.8.1 Vendors should describe the safeguards/security features in place to protect the COUNTY's data. Are Redundant Array of Independent Disks (RAID) configurations used for storage systems? If so, what RAID levels are used?

UNI/CARE's Network. Lane County's data is protected via secured access and storage on UNI/CARE's network, which utilizes the same recommended RAID 5 configurations in UNI/CARE's hardware recommendation to Lane County. UNI/CARE employees have limited access to the data and must execute non-disclosure agreements. Furthermore, UNI/CARE has strict policies for the retention and destruction of customer data.

Lane County's Network. UNI/CARE's hardware and network recommendation is based on best practice guidelines for ensuring data integrity via built-in redundancy and network security.

6.2.3.2.8.2 Vendors should describe how often full and incremental data backups are performed, as well as retention policies for backup media? If backup media is transferred off site, is the media encrypted with an industry accepted level of encryption, and if it is encrypted, what method of encryption is used?

UNI/CARE makes and follows the below best practice back-up recommendation during the System Administration training.

Backup Recommendation for Pro-Filer™ customers:

Pro-Filer's data and program files are capable of being backed up by common party backup tools such as BackupExec or ArcServe.

In addition, Backup/Recovery is a standard MS SQL Server functionality. Backup functions can be automated using the MS SQL tools.

The following is an example of a typical "daily backup":

- An hourly transaction backup for current active transactions. This can run online and it should take no longer than a few minutes.
- A nightly backup for the entire database & application. This can run online and the time depends upon the database size, server size and back up device. An example might be 100 MB per minute.

6.2.3.3 DATABASE

6.2.3.3.1 REQUESTED INFORMATION RELATIVE TO SECURITY PATCHES

6.2.3.3.1.1 Vendors should describe their policy for applying security patches?

Pro-Filer™ will support and permit operating system patching and updates. Lane County would simply perform the patching and updates as necessary. Furthermore, UNI/CARE, itself, will perform these same operations to test the application against such patches and updates to ensure compatibility.

6.2.3.3.2 REQUESTED INFORMATION RELATIVE TO SYSTEM MONITORING

6.2.3.3.2.1 Vendors should describe the processes for monitoring the integrity and availability of the proposed system(s) the County will use for data storage and processing.

Such practices are accomplished via the Windows Operating System Logging, Performance Monitor, and SQL Servers Profiler tools.

6.2.3.3.3 REQUESTED INFORMATION RELATIVE TO DATABASE DOCUMENTATION

6.2.3.3.3.1 Requests for system documentation from the successful Vendor may include Entity Relationship Diagrams for the database and a definition of the purpose and content of each table and data element. Vendors should describe any prerequisites the company has for releasing this information.

UNI/CARE will provide implementation, training, administrative, and technical documentation with the implementation of Pro-Filer™ and upon request from Lane County in electronic format.

6.2.3.4 NETWORK

6.2.3.4.1 REQUESTED INFORMATION RELATIVE TO NETWORK BANDWIDTH

6.2.3.4.1.1 Vendors should indicate the available network bandwidth required for each active user, or the bandwidth required for a given number of users.

Pro-Filer™ requires a minimum of 20 Kbps per user session. 30-40 kbps is recommended.

6.2.3.5 SUPPORT

6.2.3.5.1 REQUESTED INFORMATION RELATIVE TO PRODUCTION ENVIRONMENT

6.2.3.5.2 Vendors should provide a description and diagram of the recommended production server configuration for the proposed system.

Such documentation has been provided in Section B3, Response to Mandatory Technical Specifications.

6.2.3.6 WORKSTATION

6.2.3.6.1 REQUESTED INFORMATION RELATIVE TO MONITOR RESOLUTION

6.2.3.6.1.1 Vendors should indicate the minimum required and recommended workstation monitor resolution for the proposed system. Vendors should also indicate the minimum required and recommended workstation video card specifications.

UNI/CARE recommends the Monitor and video card support an 800X600 display.

SECTION B-6

Response to Business Specifications

SECTION B6-A

Project Management Services

6.3 Business Specifications

6.3.1 PROJECT MANAGEMENT SERVICES

Approach and Methodology. Vendors shall provide Project Management services for the Project. Vendor proposals shall include a description of the approach and methodology they are proposing to use to manage the project and complete the work. At a minimum, project strategy, project planning, approach to project tasks, proposed communication methodologies and frequency, change management, configuration management and proposed quality assurance tactics shall be included in the description. Quality assurance must include a clear description of the internal testing Vendors will conduct to certify their software is ready for User Acceptance Testing by the COUNTY.

Pertinent Issues. In Vendor proposals, issues pertinent to this undertaking must be outlined and a methodology must be defined for producing the desired results. For each issue identified, Vendors must detail key elements of the problem and the manner in which they will approach resolution. Project Management Institute (PMI) methodologies or other comparable project management methodologies should be employed when managing the project.

Project Manager. Vendor proposals will identify a proposed Project Manager to manage the Project. Vendor proposals must state the percentage of time the Vendor Project Manager will be dedicated to this project.

Cooperation with Independent Verification and Validation Contractor. The COUNTY may contract for Independent Verification and Validation services to assist it in the oversight and quality assurance activities of the project. Should that be the case, the successful Vendor shall cooperate fully with the IV&V contractor. Vendor proposals shall indicate that cooperation with an IV&V contractor, should they be the successful contractor.

6.3.1.1 Project Management Deliverables

For purposes of preparing proposals, Vendors should consider the following project deliverables the successful contractor shall be required to produce:

Project Plan and Schedule. The successful Vendor will be required to produce a Project Plan within the first thirty (30) days of engagement. The Project Plan will be a mutually agreed upon document, maintained and updated as needed by the Vendor, that delineates project deliverables, installation schedules and responsibilities of both the Vendor and the COUNTY in relation to the project. The format of the Plan will be approved by the COUNTY prior to development. It will include standard project management activities, such as project communication, issue and risk management, change control management, configuration management, quality assurance and status reporting. The Project Plan will include the completion of a Work Breakdown Structure, leading to the Project Schedule that delineates all detailed tasks to be performed, the timeframe for completion of each task, resource(s) for each task and occurrences of milestone activities. No task will exceed more than eighty (80) hours in the Project Schedule.

Project Status Reports. The successful Vendor will be required to produce bi-weekly (twice a month) Project Status Reports. The format of the reports will be agreed upon by the COUNTY and the Vendor prior to the submittal of the first report. At a minimum, the Project Status Reports will include the following topics:

- Executive Summary
- Activities Completed This Period
- Project Milestones and Completion
- Activities Scheduled Next Period

- Project Issue Log (following industry standards)
- Project Risk Log (following industry standards)
- Change Management Log (following industry standards)
- Updated Project Schedule

Project Library. The successful Vendor will be required to maintain the official project library of all documents and communications related to the project.

Project Meetings. The successful Vendor will be required to plan and lead regularly schedule project meetings with COUNTY managers. The vendor will prepare an agenda for each meeting and document and distribute meeting minutes following each meeting.

Reports to Project Steering Committee. The successful Vendor will be required to make presentations and deliver reports to the Project Steering Committee and others from time to time, as requested, e.g. on average once a month during the duration of the project.

UNI/CARE has reviewed and accepts the above expected reports and documentation requirements.

6.3.1.2 Project Organization

Vendor proposals must include a project organization chart and clearly describe, at a minimum, the key roles for the project. Vendor proposals must include an adequate level of proposed staffing to ensure the successful completion of the project. All individuals proposed should possess the necessary skills and certifications for the roles they are filling. Experience narratives and resumes of key personnel are required in *Section 6.3.9* later in this RFP.

Vendor proposals must include a description of key COUNTY project roles and an estimate for each role of the time commitment required during each milestone activity to successfully complete the project.

6.3.1.3 High Level Work Plan

Vendor proposals must include a High Level Work Plan for the implementation of the proposed system based upon the description of the project in this RFP. The Work Plan shall be presented in Microsoft Project 2000 or later, and include, at a minimum:

6.3.1.3.1 Task Level. The Work Plan must include the major activities necessary for a successful implementation of the proposed software solution down to the task level. Vendor proposals must allow the COUNTY a minimum of ten (10) working days to review and approve each Vendor deliverable. The Vendor shall fully describe the responsibilities expected of the County. These should address expectations for technical or administrative products or tasks and hardware or software to be supplied.

6.3.1.3.2 Resource Identification. The Work Plan must clearly identify Vendor (including subcontractors) and COUNTY resources required to successfully complete the implementation of the proposed software solution across the COUNTY.

Vendors must provide job descriptions and the number of Vendor personnel to be assigned to the customization (if applicable), data conversion, interface development, testing, installation, implementation, operation and maintenance (for the first 12 months of operation) of the software. Vendors shall fully describe the responsibilities expected of the COUNTY. These should address

expectations for technical or administrative products or tasks and hardware or software to be supplied.

6.3.1.3.3 Gantt Charts. The Work Plan must include appropriate Gantt Charts that reflect the proposed schedule and all major milestones.

6.3.1.4 Approach and Methodology to Risk Management

Vendor proposals must include a high level risk assessment using the methodology published by the Project Management Institute (PMI) or other comparable methodology. Vendors must briefly describe their approach to risk assessment and risk reduction and the methodology used, if other than the PMI methodology. The Risk Assessment must include risk mitigation strategies, as well as recommended resources the COUNTY might utilize to reduce risk.

Methodology

With ***over 25 years of experience*** with services provided to Behavioral Healthcare Organizations, UNI/CARE has developed a service methodology that revolves around the following principles:

- What separates a company from another is not only its ability to provide services, but also the knowledge of the importance of communication with its customers. With adequate communication, many issues can be identified and resolved before they reach a crisis stage.

- Customer satisfaction can be enhanced if a company's staff learns the value of listening objectively to a customer's perspective on issues. It is always more effective to understand the perspective as defined by the customer and subsequently develop an action plan aimed at resolving the issues.

- Resolving the issues in isolation of the customer's environmental culture can only lead to sporadic customer satisfaction. What is needed is a long-term partnership with the customer aimed at the goal of developing mutual educational programs designed to enhance the knowledge of the customer and the software company and subsequently foster more effective services.

- The ability of a software company to constantly evaluate the services it offers and learn from its successes and tribulations can only enhance the services it offers, as well as its partnership with its customers.

Management Consulting

UNI/CARE's Management Consulting Services are designed to assist organizations, to re-engineer their internal processes and to help ***address the difficult process of restructuring to best use information technology***. These services are provided by senior level executives with years of operational experience in all aspects of business process re-engineering, financial management and financial reporting, revenue cycle management, corporate compliance, clinical standards and information technologies specific to the Behavioral Healthcare environment.

Project Management

UNI/CARE offers application-specific project management services designed to assist organizations in ***managing the comprehensive process of a software implementation*** and

subsequently enhance the opportunity for a successful outcome. Project Management Services are offered in the following areas: project planning and monitoring, identification and evaluation of resources, application prototyping and testing, development of system related policies and procedures, evaluating training efficiency and structuring production cutover plan.

Implementation

UNI/CARE offers various methodologies for system implementation with different pricing for each methodology.

Some of our customers have opted to manage the implementation of the software directly, and request only training services from UNI/CARE. Other customers have opted to request dedicated project management in conjunction with training. This is identified as our standard implementation methodology and the implementation timeline ranges from 6-19 months.

Finally, a selected group of customers have opted to ask UNI/CARE to manage the implementation and take over customization of the system (Tables, methodologies for data entry and reports). This is identified as our structured implementation methodology and provides a faster implementation timeline ranging from 6-9 months.

UNI/CARE's proposal includes the cost for Lane County to implement Pro-Filer™ using our structured methodology.

This methodology, including the interwoven project management services have been addressed in Section B6-E, Implementation Services. The following requirements have been further addressed; approach and methodology, strategy, planning, project tasks, communication methods, frequency, and so forth. Furthermore, UNI/CARE has addressed the requirements by addressing who will be assigned the Project Manager; provided a draft project plan with a gantt chart; and identified key roles and their responsibilities for UNI/CARE and Lane County.

SECTION B6-B

Customization Services

6.3 Business Specifications

6.3.2 CUSTOMIZATION SERVICES

The successful Vendor may be requested to customize their proposed software to more closely meet the requirements of the COUNTY. Vendor proposals must include a description of the approach and methodology they will utilize if customization services are requested by the COUNTY.

Earlier in this RFP, Vendors described the extent to which their proposed software meets or does not meet the COUNTY Mandatory Functional Requirements and Desirable System Functionality. Vendors may select to partner with software developer(s) that support the mandatory and/or desirable functionality not supported in the Vendor software. If Vendors choose to modify their base software to meet all of the mandatory requirements their proposed software does not meet, Vendor proposals must include the following:

6.3.2.1 Effort to Customize to Meet Mandatory Requirements.

Vendor proposals will identify and describe the effort, if applicable, required to modify the base system to meet all the mandatory functional requirements set forth in *Section 6.1.1*.

6.3.2.2 Effort to Customize to Meet Desirable Functionality.

Vendor proposals should identify and describe the effort required, if applicable, to modify the base system to meet all the desirable functional requirements set forth in *Section 6.1.2.*

UNI/CARE has reviewed the requested functionality that has been described by Lane County and can propose a system that will support the functionality without additional system development. Any and all services that might be required by Lane County have been described in their respective sections (i.e. conversion, interfaces, etc.). If the County requests any customization services, UNI/CARE will charge $175/hr for system analysis and $125/hr for programming.

SECTION B6-C

Data Conversion Services

6.3 Business Specifications

6.3.3 DATA CONVERSION SERVICES

For the purpose of preparing proposals, Vendors are to assume that some data file conversion **will be** required. Vendors will be required to convert data from three (3) of the current COUNTY systems, including:

- Health Services Client Tracking System (HSCTS)
- Communicable Database (CD)
- Oregon Community Health Information Network (OCHIN)

Additional information about each of these systems can be located in *Section 9.0, Appendix H.*

6.3.3.1 Vendor proposals must include a clear description of their approach and methodology they will use to complete conversion of data from three (3) COUNTY systems.

6.3.3.2 Vendors proposals must include a brief description of their expertise and experience successfully converting data in similar projects.

Conversion

UNI/CARE's proposed strategy for performing data conversion is outlined below. We will use our data conversion engine/tool to the greatest extent possible, however we can customize the tool and conversion process as required to meet any extensible needs.

Strategy for validation of the data conversion effort

The data can be validated at two levels, depending on your needs and requirements. The easiest method is through a combination of record counts on both the source and converted data and further scrutiny of all converted tables with various spot checks of the data conversion results. A more in-dept option is to create specific reports that do line-by-line comparisons of the source data against the conversion data and alert the user to any discrepancies.

General data conversion tasks

1. Requirements Planning & Legacy System Review: UNI/CARE will coordinate with Lane County to establish data conversion requirements and the business rules for data cleansing. UNI/CARE will work with the LC Project Team and the legacy system maintenance teams to understand the construct and the business rules related to LC's legacy system databases and to ensure a clean conversion and transition to the proposed system. UNI/CARE and LC staff will review the storage space needed to enable selected staff from LC to test the validity of the converted data

2. Development of Field Level Conversion Rules: UNI/CARE will develop and maintain a document of each legacy system file and table to be converted, down to the field level, and crosswalk (map) it to the Pro-Filer file/table name and field. Data conversion business rules for each file/table and each data element will be included in the crosswalk. This plan will with specify the details of how to merge client data across counties. This document will also specify acceptable conversion error rates as agreed to by UNI/CARE and the LC Project Manager.

3. Small Sample Test Conversion: UNI/CARE will develop, test, and re-test data conversion engine/programs and programs per the approved data conversion

requirements established in Step 2 and pre-validate the conversion engine/programs on the approved test cases, noting any variance to the expected results.

4. Pre-production Test Conversion: Once acceptable results are obtained on the test cases, UNI/CARE will conduct conversion dry runs for the purpose of identifying and correcting problems or deficiencies on pre-production sample sets. The conversion dry run will use production-size data volumes and use copies of the most recent legacy system data available. These runs will also establish base-line processing times for conversion services. This will aid in the planning of the timeframe required for production conversions.

5. Validation: As a result of the pre-production dry run, UNI/CARE will document a comparison of key information from the existing legacy system database, cross-referenced to key information from LC, in an effort to prove the accuracy of the conversion effort and that no data has been lost. This may include record counts and other comparison attributes.

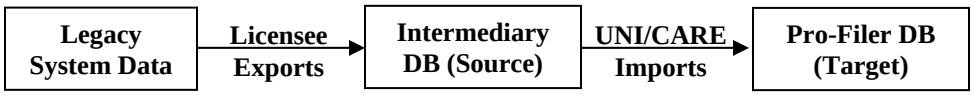
6. QC/Remedition: UNI/CARE will document corrective actions taken and re-testing performed for all discrepancies and problems identified in the initial tests and all re-tests.

7. Final Conversion and Approval: Once QC/remediation cycles are complete and LC grants final approval on all data conversion test results, permission will be granted to execute final conversion, which will occur according to the conversion and roll-out plan.

UN/I/CARE has extensive expertise and experience with the conversion of multiple levels of data elements. We have successfully converted many dozens of other-application client databases, by applying the rigid project management methodology described above.

In terms of the actual conversion tool, UNI/CARE provides a source database (intermediary DB) for population of extracted data from your legacy system using the following methodology:

FIGURE 1. CONVERSION METHODOLOGY:



1. The licensee maps data from their legacy system to the new Pro-Filer system as represented in the source database tables (intermediary DB). The source DB contains both normalized and de-normalized tables for ease of data mapping from your legacy system to Pro-Filer.

2. The licensee creates queries to extract the legacy data and populates the source database. Licensee should scrub and validate the extracted data prior to conversion.

3. UNI/CARE will then run the conversion tool in order to convert the data into the target Pro-Filer application database where it is all normalized. The conversion charge includes up to three conversion runs: Initial, Pre-final and Final. Additional

conversion runs are available for a fee, as well as an option for unlimited number of conversion runs.

UNI/CARE can provide additional support on the data extraction side (help in mapping and getting your legacy data into the source database) for an addition charge, based on an hourly cost.

CONVERSION DETAILS:

Conversion #1: Health Services Client Tracking System (HSCTS)

- **H&HS program(s) using current system**
  - ✓ Mental Health
  - ✓ Alcohol, Drug and Offenders
  - ✓ Public Health
  - ✓ Developmental Disabilities

- **Description of current system**

  HSCTS tracks clients by enrollments into specific programs for any service or activity provided for each client. Within Public Health, the system tracks vaccines given to each client by clinic site, vaccine manufacturer name, lot number and injection site. For the Mental Health and Alcohol, Drug and Offenders programs, HSCTS is also used to enroll and unenroll clients, track encounter data, and track fee agreements (income and insurance information) and uses that information to charge fees based on a sliding fee scale or bills the appropriate insurance carrier. Payments from both insurance and private pay are also posted to each client account.

- **Field Level Conversion Notes:**
  - ❒ **Detail Information which can be converted directly into the Pro-Filer database for online access includes *(based on your current system description)*:**
    - ✓ Client name - (table contains approx – 137,000 records)
    - ✓ Client Social security number
    - ✓ Client Income
    - ✓ Client Insurance (if map-able to Pro-Filer fund sources (Group/Plan) in new system) *(1-to-many)*
    - ✓ Client Responsible party information
    - ✓ Client and Family Addresses *(1-to-many)*
    - ✓ Client Date of birth
    - ✓ Client and Family Phone numbers *(1-to-many)*
    - ✓ Client Diagnosis (at the client level only – see below for program level)
    - ✓ Client Program and provider - client enrollment - tracks enrollment/unenrollment dates by program *(1-to-many)* (Table contains approx 125,000 records)
    - ✓ Client Race
    - ✓ Client Gender
    - ✓ Client Identifiers *(1-to-many)*
    - ✓ Client Income/Self-Pay

❒ ***Data elements that can be converted to Pro-Filer DB for an additional charge:***

- ✓ Referral information
- ✓ Employee providers (staff type, NPI and Medicaid numbers, etc.)
- ✓ Client Diagnosis at the Program Level
- ✓ Payer Basic Demographic Information *(NOTE:Legacy system does **not** maintain information on contracted payment rates by payer – so no conversion required.)*
- ✓ vaccines given to each client by clinic site, vaccine manufacturer name, lot number and injection site.

❒ ***Data elements that can be converted to a NON-Pro-Filer DB (external to Pro-Filer) for an additional charge (accessible through reports only via key-matched fields):***

- ✓ **Services** provided and by whom, notes for additional information.
  - ❒ Event table - 2 million records
- ✓ **Claims**
  - ❒ Bills table – 1.3 million records
- ✓ **Payments** against claims for services rendered
  - ❒ Payment table – 1.3 million records

❒ ***Data elements that cannot be converted – must be re-created in Pro-Filer DB:***

- ✓ Complete charge master schedule (CPT and HPIC codes and charges) as well as “combo tables” that delineate which codes may be billed by which provider type.

Conversion #2: Oregon Community Health Information Network (OCHIN)

- **H&HS program(s) using current system**
  - ✓ Community Health Centers of Lane County

- **Description of current system**

  OCHIN provides its partner organizations with a customized version of the Epic Systems EMR/PM integrated MIS platform, developed to meet the needs of CHC & Public Health Departments. OCHIN works to automate and reduce data capture and billing requirements to Federal/State/Private and Grant based entities at the point of entry. System includes HIPAA compliant interfaces with;

  - ✓ Claims:OMAP/Medicare/AHLERS/MediCal/McKesson/ClearChoice/ABHA /EDS/Careoregon/etc
  - ✓ Laboratory: QuestDiagnostics/LabCorp/Standord/OHSU
  - ✓ Demographic: OMAP/Careoregon/Meditrax/OHSU/Alliance

  NOTE: The above 3 interfaces are not priced in this proposal.

- **Types of information currently collected**

  Accounts – *(unsure of what specifically this refers to)*

- **Field Level Conversion Notes:**

  ❒ **Detail Information which can be converted directly into the Pro-Filer database for online access includes *(based on your current system description)*:**
  - ✓ Patient data
  - ✓ Client Insurance (if map-able to Pro-Filer fund sources (Group/Plan) in new system) *(1-to-many)*
  - ✓ Client Program and provider - client enrollment - tracks enrollment/unenrollment dates by program *(1-to-many)*

  ❒ ***Data elements that can be converted to Pro-Filer DB for an additional charge:***
  - ✓ Providers (staff type, NPI and Medicaid numbers, etc.)

  ❒ ***Data elements that can be converted to a NON-Pro-Filer DB (external to Pro-Filer) for an additional charge (accessible through reports only via key-matched fields):***

  - ✓ **Billing / Claims**

  - ✓ **Encounter transaction details / Services** - provided and by whom, notes for additional information.

  - ✓ **Claims**

Conversion #3: Communicable Database (CD)

- **H&HS program(s) using current system**
  - ✓ Public Health Communicable Disease
  - ✓ Epidemiology
  - ✓ Sexually Transmitted Disease (STD) programs

- **Description of current system**

  This is an MS Access 2000 based system that was developed by Multnomah County and has been purchased by many Oregon County Health Departments including Lane County. The system is used to track case investigations of reportable diseases and report them to the state. The STD portion has been developed and will be added to the same database in the near future. The information is electronically transmitted to the state using "FileZilla". In the future, the plan is this information will interface with the Centers for Disease Control and Prevention's reporting system, the National Electronic Disease Surveillance System (NEDSS).

- **Field Level Conversion Notes:**
  - ❒ **Detail Information which can be converted directly into the Pro-Filer database for online access includes *(based on your current system description)*:**
    - ✓ Demographics

  - ❒ ***Data elements that can be converted to Pro-Filer Quality Management DB for an additional charge:***
    - ✓ CD outbreak investigations
    - ✓ CD case reports
    - ✓ Query for data analysis, e.g. tables, graphs, statistics (rebuild)

SECTION B6-D

Interface Services

6.3 Business Specifications

6.3.4 INTERFACE SERVICES

Vendor proposals shall include a clear description of the approach, strategy and methodology proposed when developing interfaces between current systems identified by the COUNTY and their proposed software solution. Vendors shall describe any industry standard(s) in their proposed software related to the exchange of health data, e.g. Health Level 7 (HL7) compliant interface feature.

For the purpose of preparing proposals, Vendors shall assume the system interfaces to the following seven (7) systems **will be** required for the implementation of the proposed software solution:

- AHLERS Interface
- HIPAA 837 Transaction Interface
- OHP Eligibility Interface
- Minimum Data Set (MDS) Interface
- Immunization Interface
- Communicable Disease - Epidemiology Interface
- Views Interface

Additional details related to each interface can be found in *Section 9.0, Appendix I* of this RFP.

6.3.4.1 Vendor proposals shall include a description of the approach and methodology Vendors will utilize to complete interfaces with these seven (7) systems.

6.3.4.2 Vendor proposals shall include a description of their expertise, capability and experience developing successful software interfaces and creating specific algorithms that provide “value” equivalencies between information contained in historical data/files and the new data/files where the information was or has been generated from different sets of state standards, different sets of assessments, different sets of software or different sets of calculations.

Each interface will require the successful Vendor to complete an analysis and develop and submit an Interface Plan, Design and Testing Specifications document that will be approved by the COUNTY prior to the initiation of any interface programming.

UNI/CARE has addressed each interface below, as well as provided an overview of our HL7 interface protocol.

UNI/CARE Interface Design Notes:

Note: All interfaces described below will go through an analysis phase to create specifications for the deliverable including an Interface Plan, Design and Testing Specifications document that will be approved by the COUNTY prior to the initiation of any interface programming.

1. AHLERS Interface: *(1-way)*

- Because the CVR is used for both billing and data collection, there are two sets of data submission deadlines: one for claims payment and one for report generation.
  - **Claims Payment:** FPEP reimbursements are generated twelve times a year, at the end of the month. In order to receive a payment for any month, you must submit the CVR data no later than the Friday before the 15th of that month. (See Appendix E for 2005 and 2006 deadlines.) These data typically consist of CVRs from the previous month, but may include CVRs with dates of service up to the deadline date or as old as one year. To qualify for FPEP claims payment, CVRs must be submitted within 365 days of the date of service.
  - **Report Generation:** CVR data should be submitted by the deadlines below to ensure that the reports Ahlers produces for use by your agency are accurate and comprehensive.

- CVR's (Clinic Visit Records) are generated for the following events:
  - All initial, annual, and other medical visits for clients who are receiving family planning medical and/or counseling services and for whom a client record is established and updated for each visit. This applies to both female and male clients, and to clients who are using abstinence or sterilization as their contraceptive method.
  - Outreach (off-site) services that meet the criteria of a family planning visit.
  - Pregnancy test visits where testing and professional counseling services related to pregnancy test results are provided and recorded on the client record.
  - Vasectomy visits that include professional counseling services and establishment of a client record.
  - Counseling-only visits where the information is placed in the client record.
  - Emergency contraceptive visits that include establishment or update of a client record.

- As a Clearinghouse, Ahlers is entitled to receive non-standard records until the regulations are changed. Ahlers is a Clearinghouse in Oregon, Illinois, Texas and New York. You may continue to send visit data in the CVR format. **Ahlers is required to accept X12N837 records if asked to do so.** Ahlers was prepared to begin testing in April, 2003.

- From a Pro-Filer perspective, this interface may consist of either one or two components as follows: (a) either an 837 Billing Form or (b) a custom report

from our Reporting Entities Tool, depending on the specific data elements required.

2. HIPAA 837 Transaction Interface: *(1-way)*

- **Electronic Claims to PhTech:** The Pro-Filer Application System will be the source application for entry of all PhTech billable transactions.

- The HIPAA 837 Transaction file will be generated directly from the Pro-Filer application. Pro-Filer provides tools to generate customized 837 Transaction Files, including Companion Guideline directives.

- There is a set-up cost for each individual 837 format required. The cost includes: 837 record mapping from Pro-Filer to 837 transaction set, 837 tool set-up and form report form creation and 837 file generation testing, through acceptance.

3. OHP Eligibility Interface: *(2-way)*

- The OHP Eligibility Report is currently generated via a user running a SQL script on their desktop PC that generates an output file. The user then logs into a secure website, makes some selections on that web site, and uploads the file. The web page is then automatically redrawn with client information based on the uploaded file (eligibility info is displayed). The user then saves the web page's HTML source using their browsers "save source" ability to a specific file server location using a specific file name. The user then runs a Perl script, which parses the HTML source for client data. The Perl script generates the final report.

- UNI/CARE offers a separate eligibility interface via their partnership with HTP's Rev-Runner Eligibility System. The Rev-Runner product allows a more comprehensive approach to client eligibility tracking by removing the per cost transaction barrier that often-times is the cause of minimal eligibility tracking in organizations. Instead, a simple monthly charge formula allows unlimited eligibility checking, thereby providing ample opportunity to automate eligibility checking at key steps throughout the client service delivery process, such as during scheduling, intake, service recording and claims creation.

- If you choose not to select the powerful Rev-Runner component, Pro-Filer offers an eligibility interface that mirrors the functionality of the current OHP Eligibility Report, as described in bullet one above.

- **HTP Rev-Runner – price TBD based upon active clients counts.**

4. Minimum Data Set (MDS) Interface: *(1-way)*

- MDS captures data on the activities of the prevention team, and is required by funders at Oregon Department of Human Services. MDS includes types of activities/events (i.e. presentations, parent education activities, etc); information about particular activities (dates, # of participants, etc); and some demographic information about participants.

- From a Pro-Filer perspective, this interface may consist of either one or two components as follows: (a) either an 837 Billing Form or (b) a custom report from our Reporting Entities Tool, depending on the specific data elements required.

5. Immunization Interface: *(1-way)*

- Data is sent to Human Services Immunization (HSIMM) from Public Health, Immunizations and Communicable Disease Programs. (Source: Pro-Filer / Target: HSIMM)

- **Two (2) separate jobs currently send data to the state.** One (1) sends immunization data (to ALERT) and the other sends communicable disease data.

- *Interface Type: Immunization Data:***1-way** / *Communicable Disease Data:* **Unknown**

- From a Pro-Filer perspective, this interface may consist of either one or two components as follows: (a) a custom extraction tool or (b) a custom report from our Reporting Entities Tool, depending on the specific data elements required.

6. Communicable Disease - Epidemiology Interface

- Users manage client data regarding communicable diseases in this system.

- Data is sent to the State of Oregon from Public Health.

- Currently, a MS Access 2000 database is located on a file server. Users access the system via desktop shortcuts. Pro-Filer will replace the Access-based system for data entry.

- *Interface Type: Unknown / unspecified*

- From a Pro-Filer perspective, this interface may consist of either one or two components as follows: (a) a custom extraction tool or (b) a custom report from our Reporting Entities Tool, depending on the specific data elements required.

7. Views Interface: *(1-way)*

- **Views** is currently a client server application that runs as a Windows service on its own server. Workstations access the application through a shortcut on the desktop. Views is used by all H&HS.

- Views uses a proprietary database and programmatic access is not allowed. The Views system provides a tool to import data from a variety of different source systems via CSV or XML files. The Views system also has an Advanced Data Connectivity module that can connect to source systems and call stored procedures or queries to populate the Views system.

- *Interface Type:* **1-way** (Source: Pro-Filer / Target: Views proprietary database)

- From a Pro-Filer perspective, this interface may consist of either one of three components as follows: (a) a custom extraction tool or (b) a custom report from our Reporting Entities Tool, (c) custom SQL stored procedures called by the Views system to extract data real-time, depending on the specific data elements required.

HL7 OVERVIEW

Introduction:

UNI/CARE Systems, Inc. has followed a market-driven approach to application interfaces by creating interface utilities that are requested by our customer base. Over the years, this has resulted in a number of useful interface tools including those in the areas of Methadone Dosing, Pharmacy, Telephony-based Assessments, ADP Payroll Processing, General Ledger, External Service Logging, as well as a number of Teleform™ applications, to name just a few.

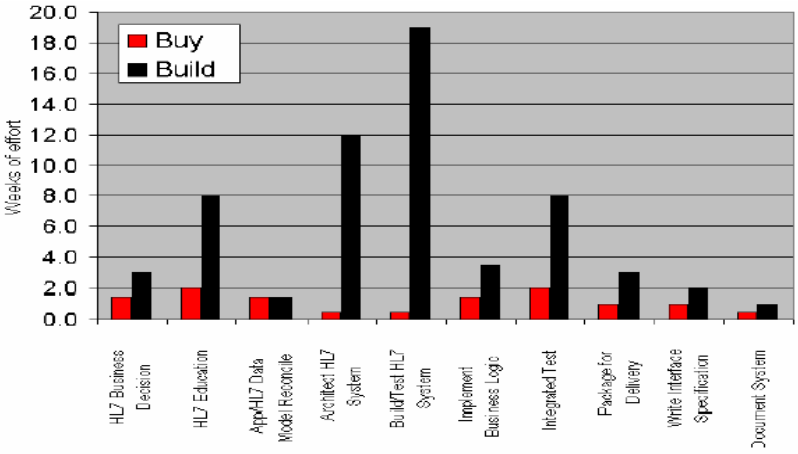
UNI/CARE developed and implemented their first HL7 interface with one of our California-based customers. The HL7 interface allows the user to attach an external medical record number to the Pro-Filer EMR, via an HL7 interface. Additionally, we are actively engaged in our first major HL7 - ADT interface. This HL7 interface is for another California customer who needs a two way ADT interface to their Siemens System.

HL7 Engine Creation Methodology:

Existing healthcare applications can be HL7 enabled in one of two ways. Either the application vendor can:

- build their own HL7 subsystem to act as a gateway
- purchase an HL7 subsystem from an established HL7 vender with a proven solution

FIGURE 1. HL7 CREATION TASKS



Regardless of the approach taken to add HL7 messaging to an application, there are numerous tasks that need to occur as part of an HL7 engine creation. While some of these task timeframes remain relatively constant in the build versus purchase decision, several are dramatically improved in the purchase scenario, as shown to the right (Figure 1).

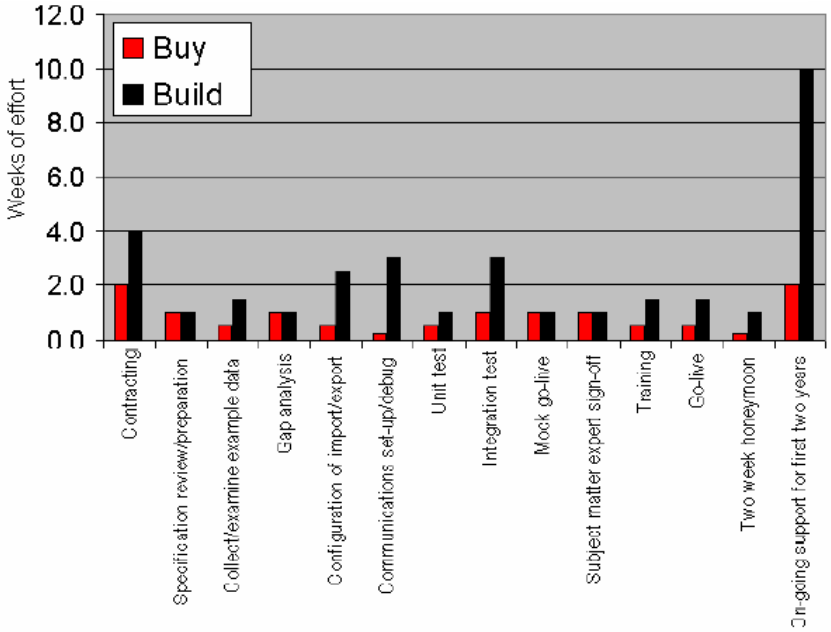
If all of the tasks that need to occur for HL7 engine creation are combined, purchasing an HL7 subsystem provides an application vendor with a production quality HL7 interface **five times faster** than building their own HL7 subsystem.

The benefit of purchase over build is extended once again when the issue of engine deployment is considered. Once the in-house HL7 interface is completed and is consistently handling HL7 messages internally, there remains a significant effort involved in getting the interface up and running at a production site.

Looking at the typical deployment tasks and the estimated weeks of effort, the figure (FIGURE 2) below shows that *(once again)*, purchasing an HL7 subsystem saves about **five times the number of weeks** required to deploy an in-house development system.

In the final analysis, the savings in man-hours realized by utilizing a pre-built HL7 solution translates into both a cost savings for the developer and for the customer. Additionally, the HL7 tool vendor automatically handles on-going changes and future updates to the HL7 transactions. This portends additional future savings of vendor man-hours to incorporate changes, which means that customers can expect to see future HL7 updates that are thoroughly tested by a much wider user base, in a shorter amount of time and with less effort than would be possible with an in-house solution.

FIGURE 2. HL7 DEPLOYMENT TASKS



After a thorough market search for HL7 tool vendors, **NeoTool's** HL7 tool suite stood out from the rest in terms of its singular company focus, breadth of offerings, extensive training and consulting, developer support, tool quality, and overall market acceptance as demonstrated by its impressive customer list.

Perhaps their greatest vote of confidence is the strategic relationship they created in September 2001 with Microsoft that made NeoTool the first company to provide HL7 compliance for Microsoft's integration engine. NeoTool's HL7 Accelerator is a seamless add-on tool for Microsoft BizTalk Server 2000.

Neotool's latest offering, **NeoIntegrate**, is the logical follow-on product and ultimate synthesis of their individual component tools, which are designed to "snap" together to create a fully functional HL7 engine. NeoIntegrate is a fully functional HL7 to XML subsystem that is pre-built with all necessary HL7 components required to perform HL7 messaging including HL7 transaction formatting, communications, acknowledgements, resends, message reception and message parsing to XML.

NeoIntegrate is designed to allow developers to quickly integrate fully functioning HL7 processing within their custom applications by utilizing a toolset that remains flexible enough to support custom deployment requirements.

Design Notes on Pro-Filer HL7 ADT Interface:

Functional Overview:

The following HL7 Event Codes are expected to be supported in the HL7 ADT Interface from Pro-Filer to an external system.

UNI/CARE plans on initially providing a basic ADT interface and subsequently *(based on demand)*, an expanded ADT interface. The basic ADT interface provides an abbreviated set of trigger events consistent with an ancillary clinical application sending minimal patient demographic and visit information to a supporting external system. It is assumed that the final list of supported transactions will be based on an analysis with the trading partner(s).

The expanded ADT interface is planned to provide a more robust set of trigger events by sending more patient demographic, encounter, and financial information to other financial and ancillary clinical systems.

ADT Message Definition and Processing General Description:

The Pro-Filer HL7 Interface will transmit Pro-Filer-initiated real-time patient and encounter ADT messages to an external system using the HL7 ADT message.

The Pro-Filer HL7 Interface will provide ancillary system users a quick, basic functionality required for departmental patient registration activity. Consequently, departmental applications will typically prompt for only limited demographic and financial information and support a finite set of ADT trigger events. The initial ADT interface will transmit Pro-Filer-initiated ADT events triggered by specified external applications functioning as trading partners.

The expanded interface is planned to transmit Pro-Filer-initiated ADT events triggered by applications, allowing a user-defined, flexible application, screen, and field format. Therefore, the specific triggers and data elements available for transmission are dependent on trading partner site-specific parameters and preferences.

The Pro-Filer HL7 Interface will not filter specific data elements within a segment. All data elements mapped to a required HL7 segment and valued *(not null)* in the Pro-Filer database when the HL7 Interface formats an ADT message will be transmitted.

The initial HL7 Interface is planned to function as an interface engine of ADT events initiated in the UNI/CARE Pro-Filer™ system.

The initial HL7 Interface is not planned to support field-dependent/specific triggers or updates. In other words, when a Pro-Filer event triggers an ADT message and the interface determines that an optional segment should be included, all data elements mapped to the optional HL7 segment and valued *(not null)* at the time when the HL7 Interface formats an ADT message will be transmitted.

The Pro-Filer HL7 Interface is planned to expect an **immediate** ACK General Acknowledgment message in response to each ADT message transmitted. The HL7 Interface **will not** expect or support deferred or application level acknowledgments.

Tentative Trigger Event Summary

The initial Pro-Filer HL7 Interface is planned to support the following HL7 trigger events for the HL7 ADT message type:

FIGURE 3. HL7 TRIGGER EVENT SUMMARY

ADT Trigger Event	HL7 Event Code	Transmitted
Admit a patient	A01	Y
Transfer a patient	A02	Y
Discharge a patient	A03	Y
Register a patient	A04	Y
Pre-admit a patient	A05	?
Transfer outpatient to inpatient	A06	?
Transfer inpatient to outpatient	A07	?
Update patient information	A08	Y
Patient Departing – Tracking	A09	N
Patient Arriving – Tracking	A10	N
Cancel admit	A11	N
Cancel Bed Transfer	A12	N
Cancel discharge (reinstate)	A13	N
Pending Admit	A14	N
Pending Transfer	A15	N
Pending Discharge	A16	N
Swap a patient	A17	N
Merge patient information	A18	N
Patient Query	A19	N
Bed Status Update	A20	N
Go on Leave of Absence	A21	N
Return from Leave	A22	N
Delete Patient (encntr)	A23	Y
Link Patient Information	A24	N
Cancel Pending Discharge	A25	N
Cancel Pending Transfer	A26	N
Cancel Pending Admit	A27	N
Add Person Information	A28	?
Delete Person Information	A29	N
Merge Person Information	A30	N
Update Person Information	A31	?
Cancel Patient Arriving	A32	N
Cancel Patient Departing	A33	N
Merge Patient Info Nbr	A34	N
Merge Patient Account Nbr	A35	N
Merge Patient ID and Account Nbr	A36	N
Unlink Patient Information	A37	N
HL7 2.3: Cancel Pre-admit	A38	N

ADT Trigger Event	HL7 Event Code	Transmitted
HL7 2.3: Change Account on Visit	A39	N
HL7 2.3: Merge Patient -Internal	A40	N
HL7 2.3: Merge Account	A41	N
HL7 2.3: Merge Visit	A42	N
HL7 2.3: Move Patient –Internal	A43	N
HL7 2.3: Move Account Nbr	A44	N
HL7 2.3: Move Visit Nbr	A45	N
HL7 2.3: Change External Id	A46	N
HL7 2.3: Change Internal Id	A47	N
HL7 2.3: Change Alternate Id	A48	N
HL7 2.3: Change Account Nbr	A49	N
HL7 2.3: Change Visit Nbr	A50	N
HL7 2.3: Change Alternate Visit	A51	N

Basic Interface Design Notes:

Patient Identification

Pro-Filer system enables multiple Client/Patient identifiers, however to *uniquely* identify a patient, the system uses an internal assigned number. This number may not be known by ancillary systems, so other identifiers known to the trading partner system will need to be encoded for each client. The Pro-Filer HL7 Interface will provide one or more client and one or more encounter identifiers within the ADT message from Pro-Filer.

Pro-Filer assumes any trading partner interface engine can and will select which identifier(s) are applicable to the receiving system. This should be based on pre-planned specifications with the trading partner.

Selection Criteria

The HL7 Interface will initially provide hard-coded selection criteria to select events and segments eligible for transmission to external systems, based on trading partner specifications. In the future, the HL7 Interface may provide configurable selection criteria to select events and segments eligible for transmission to external systems. In which case, the options selected will collectively determine the universe of messages transmitted from within Pro-Filer. UNI/CARE is partnering with an HL7 tool vendor to perform the necessary routing and filtering of specific messages, events and responses to/from each receiving application.

PATIENT SELECTION

Trading partners will need to determine specifications on how Pro-Filer will send out the configured trigger events for the individual client.

ADT EVENT SELECTION

Final selection of which ADT events are eligible for interface activity from UNI/CARE will be determined through trading partner specifications. Future versions may provide for user configurable options within ESO_INIT_OUTBOUND.

CODED VALUE SELECTION

Initially the Pro-Filer HL7 Interface will not allow multiple external systems to send coded data elements of variable length. Coded values from contributor source should be mapped

as an alias to a common Pro-Filer data item during trading partner specifications. Each Pro-Filer data item can have only a single outbound code value alias for each contributor source.

In the future, identification of which code value aliases should be used for interface activity from UNI/CARE may be configurable for a communication process (comm server) within ESO_INIT_OUTBOUND, however a communication process would not be allowed to have multiple configurations.

HL7 Interface: Design to Production Task List

The section outlines key activities that should be considered and planned for when developing and/or implementing an HL7 interface. It also includes some activities specific to the installation of an interface engine. It begins with the design and development activities involved in creating an HL7 interface then outlines the planning steps required for an organization to install and support HL7 interfaces.

HL7, as a specification, provides a guideline to develop and implement interfaces between various applications. The implementation of these interfaces will be specific to the site and applications involved. It is, therefore, necessary for the health care organization implementing HL7 interfaces to manage the application of the HL7 specification with all parties involved.

Interface development:

- Document tasks to be completed during the implementation phase of the project. Also determine interdependencies among tasks to assist in scheduling and resource allocation.
- Depending on the number of interrelated projects going on at your institution, external projects (e.g., network design and installation, and interface engine selection and installation) may have a direct impact on your application and interface installation. Make sure that interdependencies between the projects are understood and that resource requirements and dates are determined with the global picture in mind.

Identify Resources:

- Identify those resources necessary to complete the tasks defined, including resources under your direct control and those from other internal, or external, areas (e.g., networking or communications department, technical services, and consultants).

Develop Schedule:

- Within the context of the overall project, and relative to resource availability and task interdependencies, determine the due dates and/or duration times for all tasks. From this, develop the implementation schedule and publish.
- Distribute this schedule to the clinical area management as well as information systems. Also share the schedule with vendors involved in the implementation so that they are clear as to what is expected of them and when. The schedule should be updated and redistributed on a regular basis.

Functional Design:

- Document general functional descriptions of the interfaces to be developed, including the applications, systems, departments, and vendors involved. List the perceived or anticipated benefits of the interface.
- It is very important that decisions made during interface design be thoroughly and clearly documented and kept up to date. Interface programming, testing, support, maintenance, and upgrades will all be facilitated by detailed, accurate design documentation.

Define Trigger Events By Application:

- Using the current (or agreed upon) HL7 Standard, define all trigger events to be used through the interface. This should come directly from functional descriptions and analysis of current work and data flow as well as vendor capabilities to support.
- For example, an ADT vendor that does not provide “Leave of Absence” functionality in their registration system will not support triggers A21 (Patient Goes on a Leave of Absence) and A22 (Patient Returns from a Leave of Absence).
- Also, make sure to document what action in the originating system triggers specific transactions over the interface.

Identify Required HL7 Segments:

- For each trigger event, define the HL7 segments required for the interface. Common segments can be defined once and referenced in each trigger event as needed.

Identify Data Elements/Characteristics:

- For each segment, define the data elements that will be utilized and indicate whether they are required or optional. Reconcile naming differences, lengths, data types, table values, and internal segmentation for each element.

Identify Extra (‘Z’) Segment Requirements:

- Identify any required data elements not available within the HL7 specification. Define and document extra (‘Z’) segments across applications to include these elements. The use of 'Z' Segments is highly discouraged as they are extremely costly to maintain, especially as the application and HL7 advance over time. They should be used only if there is no other way in HL7 to communicate the information.

Document And Resolve Functional Interface Issues:

- Document and resolve inconsistencies between applications. These may include data elements of different types (text vs. code), non-passable edits or error correction, and non-automatable processes. These inconsistencies may be handled manually with modified user procedures, by customization of one or more vendors’ code, or by the use of an interface engine.

Develop Restart/Recovery Approach:

- Develop procedures to handle downtime situations, system and interface restart, recovery and resynchronization, and disaster or contingency planning. If installing an interface engine, develop comprehensive procedures for downtime and recovery

keeping in mind that interface engine downtime will mean that all of your interfaces passing through the engine will also be down. Analyze potential points of failure and consider keeping spare parts to facilitate quick recovery.

Develop Failure Mode/Response Approach:

- Review the ability of each system to detect/correct errors, and report those errors to the remote system. Since the set of error codes in the current version of HL7 is user-defined, a set of error codes should be agreed upon to represent certain failure conditions. The failure condition that is represented by each code must be understood, and the handling of each error condition must be specified.

Develop Migration Approach:

- Define overall approach for migration of the developed interfaces to production. Include separate communications mechanisms, if needed, parallel testing and acceptance criteria.

Develop User Access/Security Approach:

- Define overall approach for user access to and the security of interfaced systems. Include single vs. multiple point of entry and number of log ins and passwords.

Obtain User Review And Acceptance:

- Document and present for approval the entire functional design documentation, including applied HL7 specifications, new/modified manual procedures, and any vendor code modifications.

TECHNICAL DESIGN

Define Required Hardware Platforms:

- Document existing hardware environment for applications to be interfaced. Document modifications, as needed, to each system.

Document Communications Design

Select Lower Level Protocol:

- The interface will be built on top of some media and access method. HL7 interfaces exist at the seventh, or application, layer of the OSI model. As such, they require the support of some lower level protocol (LLP). It is important for each site to select an LLP that meets the needs of the interface and fits into the overall telecommunications strategy and architecture of the company. Things to consider include the time frame for installation, existing staff experience/expertise, long-range communications strategy, and cost. Also there may be existing LLP that can be utilized with little or no disruption to the overall environment.

Define Communications Hardware:

- Once the lower level protocol has been identified, define any additional communications hardware required. This may include network adapter cards, wiring hubs, bridges, routers, repeaters, additional cabling, or specialized communications servers.

Define Workstation Requirements:

- Determine requirements for workstations to be used with the interfaced systems.

Define Application/Facility Names:

- Define and document application or facility names for identification during interface development, testing and implementation. These names may be used in interface lookup tables or in the messaging of the protocol.

Design Programs/Lower Level Protocol:

- Design programs to interact or operate with the lower level protocol. This may include programs at the transport level to communicate with the hardware, or using the application program interface of third party lower level protocol software.

Application Level (HL7):

- Design programs to format or translate messages into HL7 format. This will come directly from the analysis of the trigger events, segments and data elements completed.
- Design should include specifics regarding message acknowledgment procedures.

Application Code Modifications (As Needed):

- Design modifications to vendor application code and interface engine configuration files as needed to resolve inconsistencies or support special needs.

Define/Document Specifications:

- Develop detailed specifications per the above analysis and design. This should include who (vendor/internal/consultant) will be involved and what specifically will be done. All involved parties should formally approve design specifications and responsibilities.

Develop Implementation And Testing Approach:

- Define high-level implementation and testing strategies. This should be reviewed with all parties (users, resources, etc.). This document should include all procedures, processes, criteria, data, and documentation to be used. This approach will be finalized as part of the implementation phase of the project.

Define The Testing Methodology:

_ Approach
_ Documentation required
_ Procedures
_ End user system performance (response time parameters)
_ Test model

Define Test Data:

_ Test databases
_ Test files
_ Methods of test data creation
_ Storage and recovery of test data

Testing Software Aides:

- Identify and apply as appropriate:
  _ Emulators, if required

_ Editors
_ Test data generators
_ Test results comparer
_ Dump facility

Testing Environment:

- Establish the following as appropriate:
  _ Isolate hardware
  _ Use of live system
  _ Location

Testing Support:

- Identify resources and skills necessary for test team. Assign as appropriate.

Test Conditions:

- Outline the requirements for each possible condition to be tested. Document potential conditions as they arise throughout the entire development process. Additional conditions may be added during the testing process to identify unanticipated conditions. Fault-insertion testing procedures should be documented.

Expected Results:

- Document the expected results for each test, including output to another process and performance of the interface. This provides the method for verifying the result.

Testing Worksheet:

- Develop a document that will be used as a checklist during testing. It should provide step-by-step tasks including the setup and execution of the tests as well as expected results.

Finalize Migration Approach:

- Review and finalize the high-level migration approach defined during functional design. Detail the process and timetable for parallel testing, identify pilot users, separate or shared communications, and production cutover.

Finalize User Access/Security Approach:

- Review and finalize user access and security approach. This includes technical requirements to provide single or multiple points of entry, and resolution of log ins and passwords.

Conduct Review And Obtain Acceptance For Technical Design:

- Document and present for approval entire technical design, including lower level protocol, communications hardware, programs, testing, migration and access approaches.

Conduct Review And Obtain Acceptance For Functional Performance:

- Document and present for approval the entire functional performance specification including:
  _ End user response time
  _ Data integrity/data flow
  _ Availability

_ User access acceptance

PROGRAM DEVELOPMENT

The following section applies to those persons involved with program development. Program development should begin only after the technical design has been completed and approved. The development serves to provide the actual program code used for the interface and also to provide documentation that accurately reflects this code. If any interface engine is being installed, it includes the development of site-specific configuration and supporting documentation. Documentation, though often overlooked, is an important tool for both supporting and upgrading your system. Alter documentation to reflect any program changes.

Program Architecture:

- Develop an overall program architecture to identify all the functions of the program. This will be used for the detailed design of the program. The design may indicate multiple modules (subroutines) to handle specific functions. Minimal functions should include:
  _ Build HL7 messages.
  _ Parse HL7 messages.
  _ Interface to program handling the lower level protocol.
  _ Interface to program handling the application.
  _ Error handling/trapping.

IMPLEMENTATION

Site Preparation

Physical:

- This involves any physical changes necessary to implement the interface, including modifications to physical workspace or computer room, additional furniture or equipment racks, and reservation of space for training or testing.

Technical:

- This includes technical changes to the existing environment, such as the addition of or modifications to cabling, communications closets and lighting or power/electrical requirements.

Select/Install Lower Level Protocol:

- Interfaces can be implemented in a number of environments, including among applications on a single processor, point-to-point between systems, or over a network. In most cases, the interface will be built on top of some media and access method. HL7 interfaces exist at the seventh, or application, layer of the OSI model. As such, they usually require the support of some lower level protocol (LLP). Things to consider include the current environment, time frame for installation, existing staff experience/expertise, long-range communications strategy, and cost.

Select/Install Hardware

- Hardware includes upgrades to and/or purchases of new hardware components such as memory or disk, CPU, communications boards, networking hardware (e.g., bridges, routers, gateways, modems, multiplexers, etc.), workstations and printers.

Make sure to take delivery and installation lead times into account when planning your order dates for any hardware components.

Select/Install Software:

- Software includes not only HL7 interface code for each application, but also additions or modifications to system or application software, communications software and perhaps network management or diagnostic software.

Network/Communication Testing:

- After selecting and installing the hardware, you have software and lower level protocol necessary for the interface, the basic communications environment. This should include testing point-to-point connection, virtual circuits, concurrent access and volume stress. This unit-type test of the communications equipment will facilitate interface testing and isolation of problems during integration and parallel testing.

Policies/Procedures
Develop Policies:

- Update policy manuals with managerial policies regarding the interfacing of various source systems via the HL7 protocol. The company should provide clear guidelines and rationale for use of open systems or open architecture, and develop or modify policies accordingly.

Develop Operating Procedures
Change Control:

- Define procedures for maintenance of interface code, installation of new HL7 versions, and modifications to applications software. Control the environment and fully test new releases or updates.

Restart/Recovery:

- Define procedures to handle downtime situations, system and interface restart, recovery and resynchronization, and disaster or contingency planning.

Backup/Restore:

- Backup and restore procedures are even more important, and should be developed or modified as needed to ensure data integrity and recoverability.

Table Maintenance:

- The addition of new application systems may increase the number of duplicate tables or dictionaries stored in multiple systems. In order to minimize transactions that are rejected by the interfaces due to unsynchronized tables, develop procedures to control the order and frequency of table maintenance in application systems.

Security:

- Define procedures to control, update and monitor security at each entry point (e.g., application systems, operating system, network, interface engine).

User Procedures:

- Review the new data flow and interface with users in light of current user procedures.
- Modify these procedures as needed. Typically this will require changing manual procedures that are no longer necessary for double entry into different system.

CONDUCT Training:
User Training:

- An HL7 interface can be implemented with little impact on application system users, or may require significant changes in workflow and operation. This is dependent on the scope of the effort, (from the migration of an existing interface to HL7 through complete application system replacement). The impact can vary from transparent to major. Selection and use of the following sections depends on the nature and scope of the interface being implemented.

Review Changes In User Operation:

- Review operational changes in the user department related to new or redefined user procedures. This review should be from a training perspective in order to develop classes or materials to assist in the transition to the interfaced system.

Develop Training Material:

- Develop necessary training material from information gathered through development of user procedures and review of operational changes. Material will be employed during training in use of interfaced systems.

SCHEDULE TRAINING:

- Once training materials are available, schedule training. Training should be scheduled conveniently for users. It should also be scheduled over a period of weeks with time between sessions for users to get comfortable with the changes and develop a deep understanding. Training can also be scheduled during parallel testing (after all major bugs have been addressed). This allows for the overall schedule to be compressed by overlapping these functions. The schedule should also account for preparing the training facility. This may include temporary cabling and workstations, or off-hours use of production areas. Training should be conducted close to the actual implementation date so any new methods are still fresh when new systems are brought into production.

DEVELOP USER MANUAL:

- As a final step in the training process, each department should receive a user manual. This manual should cover standard, daily operations, departmental specific procedures and a reference to available support. The manual may also contain reference or look-up tables for departmental data entry.

Conduct Training:

- Training should be held at the user site, but away from user work area for initial sessions. This allows users to concentrate on training without disruption. Training should be hands-on with the interfaced systems (in test or debug mode, if available). Class size should be kept small and consider using two trainers. This allows for more interaction and assistance. In the last phase of training have training staff rotate through the production areas to address on-the-spot, impromptu questions.

Support Staff Training
Environment:

- In many cases, the MIS support staff must be introduced to HL7 concepts and environment. They must understand the change in philosophy and direction, and how HL7 fits into the long-term strategy of the organization.

Application:

- Once the support staff is acclimated to the HL7 approach, they must become familiar with the application areas. In larger shops this is a matter of coordination between the interface and support groups. In most shops, however, this means the support team must work closely with the end users and the vendors. A thorough knowledge of the application systems will be invaluable throughout the implementation period and for ongoing support.

HL7:

- It is very important for the support staff to have a thorough understanding of HL7, its role in open systems and its use in interface development. This group must be able to look into the messages and diagnose problems, perform maintenance and foresee the impact of updates to application software or new HL7 releases.

Interfaces And Interface Engine:

- Support staff should understand the interfaces that will be implemented and the specific usage and role of the interface engine in your environment.

Develop Support Reference Manual/Library:

- Develop manual for support staff that applies the technical education received to specific operations for each system affected by the transition to HL7. This manual should assist help desk personnel in addressing support calls. Establish a library of related materials to assist in problem resolution.

GO-LIVE Planning:

Finalize Support Staffing Plan:

- Develop a list of all of the support responsibilities for the new system(s) and interfaces including items such as end-user help desk support, routine maintenance, and interface monitoring.
- Determine FTE and skill requirements for all support responsibilities. Identify personnel who will be responsible for support and develop training program to address any skills deficiencies.

Conversion Preparation:

- Develop a checklist to be used during the cutover to the new environment. Re-assess go-live dates, resource requirements, etc. Go-live dates and resources will need to be consistently monitored from this point forward and adjustments made as necessary depending on the project's progress.

Testing/Acceptance:

- Alert all vendors beforehand to your testing dates so that they can schedule the required resources to support you during the testing phases.

Conversion Testing:

- Test all conversion processes, both automated and manual. Compare actual results to expected results. Validate actual results during the functional interface and parallel testing activities.

Functional Interface Testing:

- Functional interface testing involves testing the data flow from all systems through the interface(s) to the receiving system. This will take on various forms depending on whether the system includes a series of point-to-point interfaces or uses a broadcast, store-and-forward machine.
- Interface testing and interface engine configuration testing will be closely linked as it will be difficult to test interfaces without the interface engine and vice versa.

Stress/Volume Testing:

- Following functional testing, the interfaces and the interface engine, if applicable, should be stress tested by simulating peak transaction volumes. Carefully monitor interface throughputs during the test to assess the interfaces' and interface engine's abilities to keep up during peaks in transaction processing.

Restart/Recovery Testing:

- Using restart/recovery procedures force downtime situations and recover using documented procedures.

Parallel Testing:

- Once functional interface testing is complete, the interface should be brought up in a mirror production environment and parallel tested, if possible, with the existing systems and environment. Specific transactions should be identified to be entered into both systems.

Test Results:

- Document the testing results in a summarized fashion. This document may be used to review the results of the testing and determine whether additional testing is required.

User Review And Acceptance:

- After successful testing, schedule a review meeting with all users to discuss the results of testing and training and to outline the support structure and procedures. Encourage discussion among users to promote common understanding of operations and responsibilities. Reach consensus with all users that the interface is acceptable.

Sign Off:

- Once the users are comfortable with the stability of the system and the support available, obtain sign off as acceptance of a completed interface. It may be necessary to schedule multiple meetings with different application areas and get sign off from each.

PRODUCTION CUTOVER:

- The system is ready for cutover into production following the successful completion of all of the other tasks.

Data Conversion:

- Perform data conversion, which may include initial data load or conversion of data format.

Go Live:

- Disconnect old or previous system and run full production under the new interfaces (integrated systems).

Help Desk:

- Establish the help desk as planned." Staff the help desk with support people trained in the environment, applications and HL7. The help desk should provide assistance to users, troubleshoot problems and answer general questions.
- Track help desk calls by department, user and application to identify shortcomings in training or systematic problems.

Benefits Realization:

- Review cost/benefit analysis completed at the start of the project and analyze each anticipated benefit for realization. Document how this benefit was achieved or why it was not and quantify the realized benefits. List additional benefits realized that were not detailed at the project start. Summarize intangible benefits such as improved employee morale.

Ongoing Review/Evaluation:

- Define a mechanism for ongoing review and evaluation of the project. This may include periodic meetings with staff and end users to discuss changes in operations.

SUMMARY

UNI/CARE appreciates the fact that enabling the Pro-Filer™ application for HL7 messaging is complicated, however if the Design-to-Production tasks identified above are carefully followed, it will help to insure a smooth implementation of the HL7 Interface.

We anticipate a positive application of our 23+ years of successful interface experience, in conjunction with the strategic integration of NeoTool's HL7 engine. These factors enable UNI/CARE Systems to be well poised for the successful development and deployment of their HL7 engine.

SECTION B6-E

Implementation Services

6.3 Business Specifications

6.3.5 IMPLEMENTATION SERVICES

Vendor proposals shall include a description of the implementation services they propose to provide in support of the installation and deployment of their proposed software. Vendor proposals shall include a High Level Implementation Plan. The proposed Implementation Schedule should be included in the High Level Work Plan described in *Section 6.3.1* of this RFP.

6.3.5.1 Configuration Support Services

Vendors will be required to provide configuration support services during the installation of their proposed software solution. Vendor proposals shall include a description of their approach to software configuration. Included in that description will be the process Vendors will utilize to provide these services.

6.3.5.2 Testing Support Services

Vendors will be required to support the COUNTY during the Acceptance Testing phase of the project. Vendor proposals shall include a description of the level of the support they will provide to the COUNTY during end user testing.

Implementation

UNI/CARE offers various methodologies for system implementation with different pricing for each methodology.

Some of our customers have opted to manage the implementation of the software directly, and request only training services from UNI/CARE. Other customers have opted to request dedicated project management in conjunction with training. This is identified as our standard implementation methodology and the implementation timeline ranges from 6-19 months.

Finally, a selected group of customers have opted to ask UNI/CARE to manage the implementation and take over customization of the system (Tables, methodologies for data entry and reports). This is identified as our structured implementation methodology and provides a faster implementation timeline ranging from 6-9 months.

UNI/CARE's proposal includes the cost for Lane County to implement Pro-Filer™ using our standard methodology; however, UNI/CARE can also provide a cost proposal using the standard implementation methodology should Lane County desire this methodology.

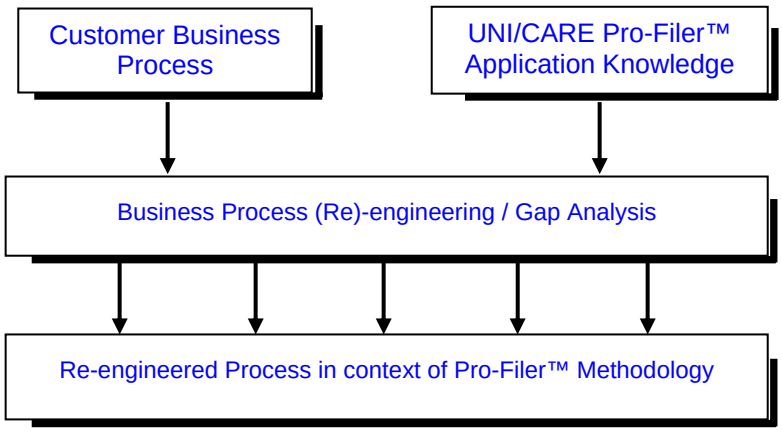
Structured Implementation Methodology Overview

UNI/CARE is proposing a structured implementation approach in an effort to shorten the timetable of the software implementation process, as well as take advantage of the extended level of expertise of the UNI/CARE staff in the structuring of turn key systems for the Behavioral Healthcare Marketplace.

OVERVIEW

To be successful, every implementation of a new Electronic Health Records (EHR) system must define and map primary business requirements into the functional "best practices" model offered by the application vendor. Uncovering gaps where business requirements do not map to existing application function, is also an important corollary task. This effort is collectively defined as "business process re-engineering" and it should be the foundation of all new software implementations. It requires a thorough understanding of the functions, integration

and critical decision points of the new application software. This relationship is graphically shown below:


Customer Business Process
UNI/CARE Pro-Filer™ Application Knowledge
Business Process (Re)-engineering / Gap Analysis
Re-engineered Process in context of Pro-Filer™ Methodology

For most implementations, the process described above, including roll-out of the new application, occurs over an extended period of time, from 12 to 18 months and even some as long as 24 months. The range of time is highly dependent on the amount of time required to achieve internal consensus on the hundreds of detail application decisions, which form the basis of the application business rules.

Enter the Structured Implementation Process (SIP), UNI/CARE's answer to organizations who wish to implement the system in the shortest possible time frame, from six to nine months. SIP is our rapid deployment offering that merges the synergistic power of the organization's staff knowledge with our professional services, which eliminate the normal delay barriers of implementation - resulting in the earliest possible go-live date.

The Structured Implementation Process is designed to leverage mutual strengths: for the organization, it is the comprehensive knowledge of their business and processes; for UNI/CARE it is our years of professional experience, most as former managers and professionals in healthcare organizations, combined with our comprehensive knowledge of our enterprise application system.

The Structured Implementation Process consists of the following phases. Within each phase the critical tasks are defined. The resources for each task are further detailed in the Implementation Plan, but in general reflect the requirement of shared resources from the organization and UNI/CARE to complete most items.

Phase 1: Business Requirements Definition

- *Identification of the organization's business requirements by functional area*
- *Categorization and prioritization of the requirements*
- *Clarification of the critical functional elements*

- *Review of state reporting requirements*

Phase 2: Detail Design

- *Application of each of the company's business requirement to a Pro-Filer™ specific process, form, field(s) or report, as appropriate.*
- *Mapping of the company's business requirements, through the use of "best practices" to Pro-Filer™ functionality.*
- *Delivery of Design Document and if applicable, Gap Analysis.*

Phase 3: System Build and Testing

- *Facilitation of Business Process Review sessions whereby Pro-Filer™ application specific functionality is exposed to the organization using a structured methodology.*
- *Defining Foundational System Structures within the context of business rules and relationships relative to the application design. Example: Company, Location, Cost Center, Service Plan, Service Item, etc.*
- *Documentation of critical terms, definitions and work process as it relates to application usage. Example: Admission, Discharge, Team, Case Manager, Intake, Service recording, Referral, etc.*
- *Facilitation of Business Process Re-engineering decisions, in light of the new application functionality.*
- *Programming of State Reporting Interfaces and Billing Requirements.*
- *Development of Training Guides (a purchase option)*
- *Joint and directed development of all applications tables, taking into consideration reengineered business process and state reporting requirements.*
- *Development and initial testing of Data Conversion and any Interfaces*

Phase 4: Implementation/Roll-out Planning

- *Final Review of Implementation Plan Task scheduling*
- *Final Training Plan*
- *Train-The-Trainer (**T**^{3})*
- *Training of Staff*
- *Final Conversion*

- *Parallel Testing*
- *Production Phase*
- *Go-live planning*
- *Pre Go-live Task Completion*

Conclusion

UNI/CARE's Structured Implementation is a value-added methodology that can greatly facilitate the efficiency, quality and success of the Pro-Filer™ application system. Tasks and responsibilities are clearly defined and monitored by both organizations. UNI/CARE consultants, who provide best practice advice and suggestions, guide the definition and re-engineering of an organization's critical business rules in context of the application to be implemented.

The implementation of an enterprise health information system is a large undertaking in any size organization. There are many soft costs that must be factored into the cost/benefit ratio, based on the amount of time required to bring the system live. Organizations that invest in our additional consulting offered through the Structured Implementation will reduce their overall soft costs, due to decreased implementation time.

Implementation & Training

The proposed UNI/CARE Information System is designed to be user-friendly and easily accessible for implementation. For the user's convenience, the screens and data elements have already been defined, thus offering an organization the immediate ability to initiate the building of specific codes, and the definition of reporting requirements.

Yet, a software system, however powerful and stable, is worthless if the organization using it is not adequately prepared and motivated to install and implement the new acquisition. A successful implementation requires a substantial time investment on the part of an Implementation Team composed of team members willing to structure and coordinate all the necessary implementation activities.

UNI/CARE encourages the *development of an Implementation Team* headed jointly by a Project Manager and a Systems Administrator. This team will be responsible for:

- developing a *mission statement* for the project
- initiating *policy decisions* related to system wide implementation
- researching *re-engineering* requirements
- identifying internal and external *reporting requirements*
- mapping *data elements requirements*
- development and monitoring of *an implementation and training plan* for the organization.

The following information is a sample set of guidelines detailing the set of software installation, training and support activities to be undertaken by UNI/CARE and Lane County:

SEQUENCE OF EVENTS

After contract signature, the following sequence of events will take place leading up to a successful implementation:

- ✓ Review and confirm hardware purchase plan, if any.
  WHO: UNI/CARE and Lane County
  WHEN: Contract Date

- ✓ Place hardware orders (if any) and confirms hardware order date.
  WHO: Lane County
  WHEN: Within ten days after contract signature

- ✓ Notify UNI/CARE of confirmed shipping date.
  WHO: Lane County
  WHEN: Within five days of the hardware order date

- ✓ Schedule the pre-implementation training session.
  WHO: UNI/CARE and Lane County Implementation Team
  WHEN: Within first month after contract signature

- ✓ Begin implementation tasks.
  WHO: UNI/CARE and Lane County Implementation Team
  WHEN: As detailed in the implementation plan

- ✓ Prepare sites for hardware and software installation.
  WHO: Lane County - System Administrator, Cabling Vendor
  WHEN: Within first month after contract signature

- ✓ Install purchased hardware (if any) and licensed software products.
  WHO: Lane County
  WHEN: As detailed in the implementation plan

- ✓ Review special requirements.
  WHO: UNI/CARE and Lane County Implementation Team
  WHEN: As detailed in the implementation plan

- ✓ Schedule and provide training sessions.
  WHO: UNI/CARE and Lane County Implementation Team
  WHEN: As detailed in the implementation plan

- ✓ Initiate hardware and software systems acceptance.
  WHO: Lane County Implementation Team
  WHEN: Within five days after delivery acceptance

- ✓ Review and implement data conversion.
  WHO: UNI/CARE and Lane County Implementation Team
  WHEN: As detailed in the implementation plan

- ✓ Complete training activities.
  WHO: UNI/CARE and Lane County Training Staff
  WHEN: As detailed in the implementation and training plans

- ✓ Initiate data entry and on-going operations.
  WHO: Lane County' Implementation Team
  WHEN: As detailed in the implementation plan

- ✓ Initiate software maintenance agreements.
  WHO: Lane County' System Administrator
  WHEN: Software warranty expiration

UNI/CARE'S LIST OF ACTIVITIES

UNI/CARE responsibilities in the process of implementing the system will consist of the following. A Project Coordinator assigned to Lane County manages these responsibilities during the implementation phase.

- ✓ Coordinate delivery and installation of all UNI/CARE software.
- ✓ Deliver and install all software programs licensed from UNI/CARE.
- ✓ Assign an account manager responsible for coordination of system planning, installation and implementation at designated sites.
- ✓ Review and confirm implementation plan for software programs.
- ✓ Coordinate software programs installation.
- ✓ Provide documentation manuals.
- ✓ Provide system administration training, as contracted.
- ✓ Provide support personnel training for daily operation and maintenance of the system.
- ✓ Provide user-training activities, as outlined in the training plan.
- ✓ Provide assistance with data conversion activities, as contracted.
- ✓ Perform customization activities as outlined in the system implementation plan.
- ✓ Facilitate software systems acceptance tests, to be performed by Lane County, as outlined in the implementation plan.
- ✓ Coordinate software problem resolutions.
- ✓ Perform software preventive maintenance, commencing with acceptance date.
- ✓ Provide software support services as contracted.
- ✓ Assist in the coordination of future software purchases as they relate to the proposed system.

LANE COUNTY'S LIST OF ACTIVITIES

Lane County' responsibilities in the process of implementing the system will consist of the following:

- ✓ *Select and assign a Project Manager and a System Administrator*. It is recommended that these two staff share in taking responsibility for the following:
  - Are willing to participate for a period of six to twelve months on planning, installing and implementing the system.
  - Have extensive familiarity with clinical, financial and administrative operations of Lane County and are familiar with data, input documents, output reports, information flow and related policies and procedures.
  - Are responsible to coordinate system analysis and functional specifications with UNI/CARE systems analysts.
  - Are responsible to coordinate software conversion activities with UNI/CARE programming staff.
  - Are responsible to notify UNI/CARE staff of any problem that can affect a successful software implementation process and to participate with UNI/CARE in problem resolution activities.
- ✓ Select and identify a project coordinator for each remote facility. Each project coordinator should perform coordination activities within their assigned facilities.
- ✓ Select and identify a system operator(s). The system operator(s) needs to be familiar with network support, computer equipment; day-to-day data entry functions and is comfortable with back-up procedures.
- ✓ Review and address operational issues raised in the system pre-installation planning session, including possible modifications of operational procedures.
- ✓ Select and prepare computer equipment installation sites.
- ✓ Jointly develop with UNI/CARE staff a data conversion plan.
- ✓ Perform conversion activities, as agreed upon in the plan.
- ✓ Perform system acceptance tests.
- ✓ Create and maintain user-defined master files, database and appropriate reports.
- ✓ Arrange for hardware and software maintenance agreements after warranty period expires and perform routine preventive maintenance.
- ✓ Coordinate software-training activities with UNI/CARE training staff. It is recommended that each facility announces the availability of training invites all appropriate personnel and users and ensures their attendance.

- ✓ Perform system back-up functions according to a schedule developed with UNI/CARE staff.

IMPLEMENTATION PLAN

An initial Implementation Plan will be developed based on a review of requirements for a Health and Human Services Management Information System as defined by Lane County. Please refer to the draft implementation plan provided immediately following. The implementation plan will be continuously detailed and/or modified by Lane County and UNI/CARE staff during the early implementation phase.

- ✓ The project will initiate within two weeks of contract signatures.
- ✓ UNI/CARE will assign an Account Coordinator to the project and staff to provide support/training functions as needed.
- ✓ A Project Implementation Team composed of Lane County and UNI/CARE staff will be formed within a month after contract signature.
- ✓ Lane County will appoint a Project Manager and a System Administrator to perform management, system administration, and coordination functions and to monitor compliance with timetables.
- ✓ Each member of the Implementation Team will perform acceptance of the system deliverables, as defined below, on a timely basis, to assure successful project continuation.

IMPLEMENTATION MONITORING ACTIVITIES

- ✓ The Implementation Services Division of UNI/CARE will monitor Implementation of the UNI/CARE software and the proposed training and consulting services.
- ✓ The Operations Division of UNI/CARE will monitor the development of special requirements.
- ✓ The Support Services Division of UNI/CARE will monitor the provision of support services.

Implementation Roles and Responsibilities

COMMITTEES:

UNI/CARE recommends that the organization appoint the following three committees whose combined role is to structure, facilitate and monitor the implementation process.

- ***Strategic Policy Committee (SPC) Membership***

  - ✓ Provide overall project direction and management support/commitment.
  - ✓ Ensure dedication of appropriate resources to the project.
  - ✓ Facilitate major system Implementation policy decisions.
  - ✓ Actively participate in all evaluation activities.

- ***Implementation Steering Committee (ISC) Membership***

  - ✓ Provide a quick resolution to resource/ bottleneck issues, which have the potential to impede the project's progress.
  - ✓ Review and Monitors Project Plan Tasks.
  - ✓ Revises Project Plan as needed.

- ***Functional User Committee (FUT)***

  - ✓ Attend application and report writing training as required.
  - ✓ Assist in documenting current practices in their functional areas, including related fact finding tasks.
  - ✓ Participate in the evaluation and documentation of desired changes to these practices.
  - ✓ Assist in documenting and cataloging all current electronic/manual reports in their functional areas, including related fact finding tasks.
  - ✓ Participate in the evaluation and documentation of desired changes to these reports.
  - ✓ Assist in the evaluation and documentation of practices relevant to system set-up and/or table building.
  - ✓ Participate in identifying key transaction sets to be used to conduct the Training Room Pilot scripts.
  - ✓ Actively participate in the Training Room Pilot process.
  - ✓ Participate in evaluating and trouble shooting the Training Room Pilot test results.
  - ✓ Assist in the development and documentation of contingency plans for non-automated "critical" and "essential" business activities.
  - ✓ Communicate status of assigned tasks/activities and issues to Business Analyst.

PROJECT STAFF:

UNI/CARE recommends that the organization appoint the following staff to support the implementation process:

- **Project Manager (PM)**

  - ✓ Actively participates in all evaluation activities and makes recommendations.
  - ✓ Acts as a liaison with hardware and software vendor's staff during project's implementation, installation and training phases.
  - ✓ Coordinates activities of the implementation task force.
  - ✓ Coordinates and monitors training activities.
  - ✓ Assists in developing, monitoring and updating project schedules and plans.
  - ✓ Facilitates execution of the project plan.
  - ✓ Presents resource/bottleneck issues to Steering Committee for resolution.
  - ✓ Assists in planning activities for the project teams.
  - ✓ Initiates acceptance process for all components of the project.
  - ✓ Completes necessary forms for implementation and acceptance.
  - ✓ Responsible for completion and communication of issue log information.
  - ✓ Responsible for the submission of data to be converted from the legacy system, in the agreed upon format, to the software vendor.
  - ✓ Coordinates and monitors the development and documentation of contingency plans for non-automated "critical" and "essential" business activities.
  - ✓ Issues/distributes monthly newsletter to Agency personnel communicating developments and progress related to the implementation effort.
  - ✓ Communicates high-level status of the project to Systems Committee.

- ***Business Analysts/Application Team Leaders (BAL)***

  - ✓ Has knowledge of how business is currently being conducted.
  - ✓ Evaluate and document current practices in application area.
  - ✓ Evaluates and documents desired changes to these practices.
  - ✓ Has power to make decisions regarding the day-to-day operations of the business relating to the functionality of, but not limited to the UNI/CARE software.
  - ✓ Coordinates and monitors activities of their project team.
  - ✓ Works with teams to evaluate and document practices relevant to system set-up and/or table building.
  - ✓ Works with teams to evaluate and document how software vendor can assist in training end users.
  - ✓ Assists in the development of user training materials.
  - ✓ Coordinates and monitors training activities for their application area.
  - ✓ Evaluates, documents and catalogs all current electronic/manual reports.
  - ✓ Evaluates and documents desired changes to these reports.
  - ✓ Attends application and report writing training.
  - ✓ Develops Training Pilot plans and scripts.
  - ✓ Develops test plans and scripts, including selection of transaction data sets.
  - ✓ Conducts the Training Room Pilot.

- ✓ Actively participates in acceptance process for the application area.
- ✓ Acts as a focal point for issues affecting the application area.
- ✓ Assists in planning activities for the project team and facilitates execution of the application area's project plan.
- ✓ Is responsible for completion and communication of issue log information relative to their application area.
- ✓ Develops and documents contingency plans for non-automated "critical" and "essential" business activities.
- ✓ Trouble shoots issues in their application area.
- ✓ Communicates project's status and issues to the Project Manager.

- ***Systems Administrator (SA)***

  - ✓ Provides support for Operating systems (Windows NT, WINFRAME (CITRIX), NOVELL) server and client server applications in the wide- area network environment.
  - ✓ Monitors, coordinates and implements the organization's information security measures.
  - ✓ Acts as primary liaison with technical staff for the Agency's mission critical application and hardware vendors.
  - ✓ Troubleshoots system problems as it relates to the Agency's mission critical applications, servers and network infrastructure.
  - ✓ Develops and monitor backup procedures for the Agency's wide-area network;
  - ✓ Maintains and updates software, hardware and network documentation.
  - ✓ Attends technical and report writer training in support of the software application implementation effort.
  - ✓ Monitors hardware/network vendors adherence to project schedules.
  - ✓ Coordinates and monitors installation, set-up and configuration of equipment, monitors testing and compliance to acceptance criteria, including:
    - Circuits and Routers
    - Wide-Area Network
    - Dial-in Access
    - File and Print Servers
    - Windows Terminal Server
    - Application Servers
  - ✓ Plans, coordinates and assists in the preparation and installation of cabling and power requirements at each site to accommodate the services necessary to complete the project.
  - ✓ Develops and implements standard desktop profiles for Agency's workstations, including network user profiles.
  - ✓ Develops and implements a plan for the Agency's remote sites local-area networks, including the assignment of domain names, configuration of trust relationships between domains, TCP/IP addressing schema and configuration information for routers and switches.
  - ✓ Communicates project's status and issues to the Project Manager.

- ***Training Coordinator (TC)***

  - ✓ Ability to effectively communicate with staff having various levels of computer skills.

- ✓ Responsible for the development of customized training guides for the Agency's mission critical applications.
- ✓ Responsible for management of Agency wide staff training.
- ✓ Designs and documents training plan necessary to facilitate transition from legacy system.
- ✓ Responsible for maintaining designated training facilities.
- ✓ Designates and schedules training area(s) and attendees.
- ✓ Designates and schedules practice time for all trainees.
- ✓ Monitors and evaluates effectiveness as training proceeds.
- ✓ Develop proficiency test process.
- ✓ Assess future training needs, recommend solutions, and outlines training programs to accommodate user needs.
- ✓ Maintains training information and generates reports as required by the Project Manager.
- ✓ Participates in the preparation of documentation for all mission critical applications and hardware.
- ✓ Prepares and prints software training manuals.
- ✓ Communicates project's status and issues to the Project Manager.

SECTION B6-F

Training Services

6.3 Business Specifications

6.3.5 TRAINING SERVICES

Vendor proposals shall include a description of the trainings that will be required to provide user and technical training on their proposed software. The COUNTY intends to employ a train-the-trainer approach, where appropriate. For purposes of preparing proposals, Vendors are to assume 215 COUNTY and service provider personnel will require user training and between two (2) and four (4) COUNTY personnel will require technical training, e.g. system administrator. Training will be provided by the successful Vendor in a single location in Eugene, Oregon. Vendor proposals must include a description of two (2) types of training, as follows:

6.3.6.1 User Training

Vendor proposals must include a clear description of their approach, training techniques, resources and materials they propose to utilize to support user training on the proposed system for COUNTY and service provider personnel. Vendors must acknowledge they support an up-to-date User Manual for their proposed software that supports on-going training of COUNTY personnel.

For the purpose of preparing proposals, Vendors are to assume that 215 users will need to be trained in detail on the use of the system.

6.3.6.2 Technical Training

Vendor proposals must include a clear description of their approach, training techniques, resources and materials they propose to utilize to support the technical administration of the proposed system for COUNTY system administrators and technical personnel. Vendors must acknowledge they support an up-to-date Technical Maintenance and Operating Procedures Manual for their proposed software, including back-up and disaster recovery procedures.

For the purpose of preparing proposals, Vendors are to assume that a minimum of two (2) and a maximum of four (4) COUNTY technical personnel will need to be trained as system administrators.

The successful Vendor will be required to develop and submit a Detailed Training Plan and Schedule that will be approved by the COUNTY prior to the initiation of training.

Training

UNI/CARE is proposing online software training via virtual classroom to Lane County, for a period of days, as outlined below in Figure 1. In addition, UNI/CARE will offer onsite training at Lane County should this option be preferred. UNI/CARE provides management training, system administration personnel training and data entry personnel training. It is suggested that Lane County invites to the training sessions key personnel responsible for the main functional areas to be computerized and ensures their attendance to appropriate sessions.

UNI/CARE operates on the principal that Lane County' key personnel will then ensure that their staff members are properly trained and will act as liaison with UNI/CARE staff.

The proposed training schedule *requires the delivery of the proposed number of days of training*. During the software installation phase UNI/CARE will work with staff from Lane County to determine the need for additional training. At this time, and if necessary, UNI/CARE will offer customized training sessions geared toward specific identified needs.

FIGURE 1. PROPOSED CONSULTING & TRAINING SERVICES

PROPOSED CONSULTING & TRAINING SERVICES		
DESCRIPTION	**SYSTEM SET UP** *Days*	**TRAINING** *Days*
Implementation Planning	2	
Functional Requirements	15	
Detail Design	15	
System Build & Testing	15	
Training Manuals	12	
System Review	3	
Basic Management		4
Outcomes / HTML		3
Report Writer		3
Pro-Filer™ System Administration		1
Aviator Menu System / Security		3
Billing & Receivables		5
Clinical Care		3
Scheduling		2
Census		1
Referral Development		1
Managed Care		2
Clinical Orders		2
Quality Management (QM)		1
Family Care		3
Interfaces		5

TRAINING METHODOLOGIES

UNI/CARE has developed various methodologies designed to assist its customers in the implementation of their systems. These are:

- ✓ *Pre-Implementation services* offered to the user to assist in the structuring of the users goals, objectives, priorities and timetable for the implementation.

- ✓ Development of *an implementation and training plan* customized to comply with the defined needs of Lane County.

- ✓ Presentation of the Implementation Administrative Manual designed by the UNI/CARE staff to assist Lane County with preparing for the software implementation

USER APPLICATION TRAINING

UNI/CARE provides *a set number of training days per module licensed* by Lane County. The table above provides a detailed number of proposed training days. Training is performed at Lane County' site, centralized sites designated by Lane County, online and/or at the UNI/CARE Florida based offices.

UNI/CARE's training methodology provides for the training of a set of staff on a particular module or function. These trainers will in turn train a designated group of staff, based on a set of training materials customized for the organization. UNI/CARE recommends that all training be performed in a Training Room designated specifically for that purpose. The Training Room should contain at least six computers designated exclusively for supporting the training function. This requirement usually provides the ability to train 6-8 users in each training session.

The following are training sessions to be performed by UNI/CARE staff:

✓ Pre-Implementation Session:

Experienced UNI/CARE training staff will provide pre-implementation consulting days. The training agenda for these days' focuses on assisting *designated managerial staff* from Lane County to review the system implementation goals of Lane County and subsequently develop a customized implementation plan.

✓ System Administration Session:

UNI/CARE technical staff will provide System Administration training at Lane County's site. Training is performed for a period of contracted days per site and includes the following:

- A review of the technical environment available to the user
- Mapping of all hardware, peripherals and communication devices used by the site implementing the licensed software
- Development and documentation of all protocols required for ensuring adequate software and peripheral interface
- Development of hardware support procedures
- Development of network support procedures
- Development of interface with UNI/CARE technical support staff
- Development of back-up procedures
- Training on log-it procedures
- Security
- Menu design training
- Initial system tables building training
- Initial system navigation procedures

✓ Modular Functionality Sessions:

UNI/CARE professional training staff provides Modular Functionality training either at Lane County site, or at the UNI/CARE Florida sites. Training is performed for a number of days per software module licensed by Lane County and includes the following:

- Overview of modular system structure and flow
- Review of support tables specific to the module
- Review of data entry screens
- Review of data editing and correcting functions
- Review of tickler files functions
- Review of reporting needs and responsibilities

- Outline of pre-defined standard reports
- Creation of customized and ad hoc reports
- Review of interface with other modules
- Review of UNI/CARE's procedures for problems identification
- Review of UNI/CARE's procedures for problems reporting and resolution

UNI/CARE has developed a set of tools used during the process of implementation and training. These are:

✓ *An Administrative Pre-Implementation Manual* specifically designed to offer Lane County with guidance related to all of the implementation tasks needed to ensure a successful implementation. The UNI/CARE training staff discusses the use of this manual in detail during the first days of training. This manual in turn is used by all of the trainers to ensure consistency of training, as well as the monitoring of requirements.

✓ An *implementation plan* designed to detail tasks, resources and interdependencies among tasks and resources and used to monitor progress.

✓ A training plan designed to structure training days and requirements to be met prior to each training session.

✓ A *training agenda* by module, as well as a checklist of tasks required to be performed by the site prior to the training session.

✓ Training guides developed by Lane County and UNI/CARE Staff and designed to guide the staff into the relationship between the UNI/CARE system and the processing of Lane County' business functions.

SECTION B6-G

System Documentation

6.3 Business Specifications

6.3.7 SYSTEM DOCUMENTATION

Vendor proposals must describe the system documentation maintained for the proposed software solution, including the frequency of Vendor updates to the documentation. The successful Vendor will be required to provide up-to-date system documentation to the COUNTY during the period of time the COUNTY has a software license agreement with the Vendor.

UNI/CARE has developed a set of tools used during the process of implementation and training. These are:

- *An Administrative Pre-Implementation Manual* specifically designed to offer Lane County with guidance related to all of the implementation tasks needed to ensure a successful implementation. The UNI/CARE training staff discusses the use of this manual in detail during the first days of training. This manual in turn is used by all of the trainers to ensure consistency of training, as well as the monitoring of requirements.

- An *implementation plan* designed to detail tasks, resources and interdependencies among tasks and resources and used to monitor progress.

- A training plan designed to structure training days and requirements to be met prior to each training session.

- A *training agenda* by module, as well as a checklist of tasks required to be performed by the site prior to the training session.

- Training guides developed by Lane County and UNI/CARE Staff and designed to guide the staff into the relationship between the UNI/CARE system and the processing of Lane County' business functions. Training guides are updated within two weeks of a new release.

- Technical Documentation including a Data Dictionary to assist with technical functions such as report writing, table entry, etc.

SECTION B6-H

Corporate Qualifications and References

6.3 Business Specifications

6.3.7 CORPORATE QUALIFICATIONS AND REFERENCES

Vendor proposals shall include Company Qualifications and References that include, but are not limited to, the following information:

6.3.8.1 Vendor proposals must include in their company description at least the following information: business focus and corporate structure (including mergers and acquisitions), years of operation, location(s), general size either in revenue or personnel, number and types of clients, e.g. government, private sector. In addition, Vendor proposals must describe their largest client, number of concurrent users and number of multiple sites.

6.3.8.2 A clear, concise description, in the form of a narrative, of the Vendors experiences and successes, as well as the experiences and successes of major subcontractors (if applicable), in providing a system similar to the one proposed for the COUNTY.

6.3.8.3 Three (3) external corporate references for the prime Vendor and one (1) corporate reference for each major subcontractor, (e.g. provider of implementation services), from clients who received similar services and are willing to validate the Vendor's (and subcontractor's) performance on similar projects.

At least one (1) of the references for the prime Vendor must be from a site where the base system proposed by the Vendor has been installed and is in current operation. The minimum information that must be provided for each reference includes:

6.3.8.3.1 Name of individual, company or government entity where services were provided

6.3.8.3.2 Address of individual, company or government entity

6.3.8.3.3 Name of current contact person

6.3.8.3.4 Telephone number of current contact person

6.3.8.3.5 E-mail address of current contact person

6.3.8.3.6 Description of the products and services provided

6.3.8.3.7 Dates products and services were provided

Company financial documents are NOT required as a part of the proposal, but the COUNTY reserves the right to require financial information of finalists that describes the financial condition of the prime Vendor and any proposed subcontractor(s). Finalists may be required to provide audited annual financial statements (including Balance Sheet, Statement of Income and Changes in Retained Earnings, Statement of Changes in Financial Position, and Footnotes) dated within the last fifteen (15) months, or a certified true copy of federal income tax return for the last fiscal year.

A question often asked of UNI/CARE is what makes it different from other software companies. Our answer revolves around the following characteristics that make us unique:

UNI/CARE is a closely held company incorporated in 1981. Our company's goal is to provide behavioral healthcare organizations with information systems and related services designed to ensure their ability to compete for a leadership status in their field.

UNI/CARE is committed to a controlled growth strategy ensuring financial stability. Our company's owners have defined for us a growth pattern that has been adhered to for over 25 years. As such we are less concerned than other companies with the number of accounts we are signing every year. Our concern is aimed at ensuring that our staff provides comprehensive software as well as quality implementation and maintenance services.

UNI/CARE has a history of demonstrating economic stability. Our financial advisers and owners have throughout the years led the company to ensure adequate cash flow, reserves, and profitability. In addition, the company's yearly investment in research and development (R&D) amounts to at least 20% of its gross revenues.

The controlled growth of our company, when compared to other established companies in the marketplace, provides UNI/CARE with the flexibility to adapt to the ever changing requirements of the Behavioral Healthcare Industry. UNI/CARE's owners have consciously avoided the creation of an established bureaucracy. As such, our Executive Team is empowered with the ability to review issues as presented to them, establish related action plans and ensure that the appropriate follow-up steps are taken to ensure a successful outcome.

UNI/CARE has demonstrated an ability to seek and retain qualified staff. Except for employees hired to fill newly developed positions, our company has retained its employees for an average of seven years, ranging from 5 to 20 years of employment. In addition, the company's founder is still very involved in shaping the long and short-term goals of the company and ensuring that its mission is met through the actions of its employees.

UNI/CARE has provided below a percentage and actual breakdown of UNI/CARE's staff complement.

UNI/CARE Staffing Complement		
COMPANY DIVISION	***#***	***%***
Consulting Services	**15**	**28%**
Programming (R/D)	**16**	**29%**
Support Services	**15**	**27%**
Sales	**5**	**9%**
Administrative	**4**	**7%**
TOTAL	**55**	**100%**

To start understanding the culture of a particular company, it is important to have the ability to review its history, as well as the experiences that have influenced, shaped and guided the nature of the products and services offered by that company.

Early Years: 1981-1991

Since its inception, UNI/CARE has partnered with organizations involved in the implementation of innovative clinical and reimbursement related programs. Our staff

shadowed the organization's staff in an effort to implement tools that support the ability to assist in the documentation, monitoring and analysis of the projected tasks as well the measurement of their outcomes and cost effectiveness.

- UNI/CARE participated in a Mental Health Care Demonstration Project sponsored by the Health Care Financing Administration (HCFA) to test the cost effectiveness of directly reimbursing the full range of credentialed clinicians providing services.

- UNI/CARE managed a Demonstration Project sponsored by the Michigan State Department of Rehabilitation Services. The project goal was to design an information system network for the organizations coordinating the care provided to Developmentally Disabled consumers.

- UNI/CARE teamed with Blue Cross of Western Pennsylvania (BCWP) to pilot the feasibility of designing an electronic data interface between the Managed Care Subsidiary of BCWP and provider agencies requesting and receiving authorizations and payments for managed care.

Based on these projects, UNI/CARE's product evolved into a comprehensive information system designed to offer a management methodology combining sophisticated functionality and powerful analytical tools. The information system was marketed first to a group of eight organizations who participated in the testing of its functionality and the identification of needed enhancements. UNI/CARE started marketing its information system nationwide, in the late 1980s.

Second Decade: 1991-2001

While the first decade after its inception provided UNI/CARE with the ability to partner with innovative companies, and develop its software methodology brand, the second decade was spent on devising effective methodologies aimed at promoting the product in the marketplace, structuring tools designed to assist in the implementation process and continuously enhancing functionality and technology.

- UNI/CARE's COBOL Legacy system was licensed in over 30 states, providing UNI/CARE with recognition in the marketplace, as well as a wide array of customers delivering inpatient, outpatient, residential and managed care related services.

- A National Users' Group was formed. UNI/CARE and its customers agreed to implement a partnership strategy whereby the users' group was hosted by UNI/CARE and the content of the topics developed by both UNI/CARE and its customers.

- UNI/CARE moved its headquarters from Troy, Michigan to Sarasota, Florida. This move was appreciated by the users' group who since then has met every year in sunny Florida.

- UNI/CARE completed a re-write of its legacy system using an N-tier methodology. The conceptual framework of the re-write was shared with the UNI/CARE customers who participated in functionality design, and review of ease-of-use.

Third Decade: 2001 - present

In its third decade after inception, UNI/CARE has strived to offer its customers a state-of-the-art information system, Pro-Filer™ that supports their needs for clinical, fiscal and administrative information.

- UNI/CARE developed a migration methodology for its established customers who are still utilizing its COBOL Legacy System. The migration is offered, free-of-charge, as an upgrade. Customers wishing to migrate are charged for training services only.

- UNI/CARE has licensed Pro-Filer™ to a number of consortiums formed by organizations with the goal of sharing the use of the software, as well as the required hardware, and consequently saving on the start-up costs and resources required to maintain the system. These organizations have assisted our company in the testing of the ability to provide multi-company processing within a single database as well as multiple databases on shared hardware.

- UNI/CARE has developed Pro-Filer™ Express, which enables organizations providing services in the community to synchronize information from the central database to their Notebooks or TabletPCs, document the tasks performed in the community and subsequently synchronize the updated information to the central database.

- UNI/CARE has integrated the use of user-customizable forms which include the ability to propagate the system in a web-enabled, as well as a web-based environment.

- The design of Pro-Filer™ has allowed UNI/CARE to provide its customers with an array of tools that are seamlessly integrated in the software. These include; the use of electronic signatures, voice recognition, biometrics, scanning, telephony-based data entry, web-interfaces, and other third-party tools as available in the marketplace.

UNI/CARE is continuously enhancing its product offerings aided by the input of its customers. Our focus is on research and development in an effort to continuously provide state-of-the-art products and services.

Since 2001, UNI/CARE has signed 56 Pro-Filer contracts. UNI/CARE currently services over 900 companies and 450 installations that range in size/type and are located throughout the United States. Pro-Filer™ is the complete re-write of our legacy product, COBOL, and only marketed since 2000.

The majority of UNI/CARE customers offer a full array of behavioral health services ranging from community mental health, family service organizations offering foster care placement and adoptions, and inpatient to name a few. A large percentage also provides services to diverse populations including mental health, chemical dependency and developmental disabilities/mental retardation. In addition, several of UNI/CARE's customers have formed consortiums to purchase and implement Pro-Filer™.

Executive Profiles:

- ✓ **President and CEO: May Ahdab, Ph.D.**

May Ahdab is the *founder and sole owner* of UNI/CARE. She has acted in the role of President, CEO since 1981 and has participated actively in ensuring that the company follows a controlled growth path.

Dr. Ahdab has more than 18 years experience in the field of health care management. Prior to the founding of UNI/CARE Systems, Inc. she was the Division Director for Medical Records, Grants and Contracts at the Health Care Institute/Detroit Medical Center. Subsequently, she worked as a consultant with the Ford Foundation, Blue Cross/Blue Shield of Michigan and various Michigan-based hospitals.

Dr. Ahdab received her Bachelors of Arts in Social Work, from the American University of Beirut. She received her Ph.D. in Sociology from Wayne State University, with an emphasis on health care delivery reimbursement systems, and a minor in family sociology.

- ✓ **Chief Financial Officer: Robert Garriques**

Robert Garriques is an experienced financial executive with over 10 years of experience in the financial and accounting arena of Behavioral Healthcare organizations. Prior to his involvement in the Behavioral Healthcare field, Robert worked in the internal audit function of the highly regulated Banking industry and then in public accounting with Banking and Healthcare Organizations. Robert joined UNI/CARE in 1998 and was recruited from a senior financial position with a large customer of UNI/CARE. He has a Bachelor's in Business Administration from Stetson University in DeLand, Florida.

- ✓ **Vice President, Operations: Keith Meadows**

Keith Meadows came to UNI/CARE in 1986 with extensive experience in the system design and management information field. He was intricately involved in the development of the UNI/CARE Billing and Receivables legacy system, managed the Support Department of UNI/CARE, and acted as a Senior Consultant responsible for problem solving and general consulting. In his current position, he is responsible for all programming enhancements as they relate to the legacy system, as well as the resolution of system errors. Keith holds a Bachelor Degree in Business Administration from Eastern Michigan University.

- ✓ **Vice President, Support & Technical Services: Daniel Eley**

Daniel Eley recently joined UNI/CARE Systems, Inc. as Vice President of Support Services. Dan will focus on customer service and technical support services to continue UNI/CARE's position of high customer satisfaction. Dan has a degree from The Ohio State University and has over 20 years working with health care information systems. Dan has experience as a CIO/Director of Information Systems for several large organizations as both a payer and provider and has been a senior management consultant and project manager for several large information system projects.

- ✓ **Vice President, Product Engineering: Iyad Sawaf**

  Iyad Sawaf is a computer engineer with 15 years experience in the computer industry including advanced network designs and operating systems support. Iyad joined UNI/CARE in 1985 as a system engineer and in his current position is responsible for network services, operating system configurations and the design and development of the Windows platform products. He has a Masters Degree in Computer Engineering from the University of Michigan.

- ✓ **Vice President, Consulting Services: Jim Catan**

  Jim Catan has over 15 years of professional consulting experience serving as President of a highly successful consulting practice. His skill set encompasses a wide range of technical and management positions, to software architecture, to senior project management on multiple large-scale projects. He has consulted for numerous Behavioral Healthcare companies over the past 10 years specializing in the strategic implementation of technology initiatives and business process re-engineering. Jim Catan holds a Bachelor Degree in Economics with a minor in Computer Science from Binghamton University in New York.

- ✓ **Vice President, Business Development: Stephen A. Wood, FHIMSS**

  Stephen A. Wood recently joined UNI/CARE Systems, Inc. as Vice President of Business Development. Mr. Wood has a degree from the University of California, Santa Barbara and is a Fellow of the Healthcare Information Management and Systems Society (FHIMSS) and a Fellow of the Healthcare Financial Management Association (FHFMA). He has a unique blend of over 30 years of information systems and financial management experience in healthcare and has spent most of the last ten years focused on public health information and management systems. As Vice President of Business Development, Mr. Wood focuses on developing new business relationships that bring value added services to UNI/CARE's customers. In addition, he will expand the overall product and service offerings for the UNI/CARE product line.

- ✓ **Vice President, Marketing & Sales: Neal Tilghman, M.P.A.**

  Neal Tilghman joined UNI/CARE Systems, Inc. in 1996 as a former UNI/CARE application end user. Mr. Tilghman has a Bachelor of Arts Degree and a Masters of Public Administration from the East Carolina University. He is experienced in software application implementation and statistical analysis. As Vice President of Marketing & Sales, Mr. Tilghman provides pre-implementation services that focus on process re-engineering, HIPAA compliance and monitoring, project management and implementation services allowing organizations to choose an Electronic Health Record (EHR) that best fits its business, financial, and clinical requirements. He has also developed and presented material for regional presentations and actively participates in national conferences and symposiums.

For more information, please also visit our web site www.unicaresys.com.

The following is a list of customers licensing Pro-Filer™ similar in scope and complexity, which you may contact as a reference. Please note our customers have varying schedules and may not return your call immediately. If you need assistance to set up a conference call with a reference, please contact Jamie Smith, Senior Sales Consultant at (941) 954-3403, ext. 310 or via email at jamies@unicaresys.com.

Organization: Community Health Resources
Contact: Mr. Patrick J. Sidley, Chief Financial & Administrative Officer
Location: Windsor, CT
Phone: (860) 731-5522, ext. 202
Email: psidley@chrhealth.org
Contract Date: 1/14/2003
Application: Pro-Filer™ 2006
# of Users: 96 users
Modules: Basic Management, Billing & Receivables, Managed Care, Scheduling, Referral Development, Census, Clinical Orders, Clinical Care, HTML/ASP Form Development Tool, Aviator, Quality Management, and Outcomes/Assessments.

Organization: David Lawrence Center
Location: Naples, FL
Contact: Ms. Bonne Fredeen, COO
Telephone: 800-880-3544, ext. 1405
Email: bonnie@dlcmhc.com
Contract Date: 3/17/2005
Application: Pro-Filer™ 2007
# of Users: 152 users
Modules: Basic Management, Billing & Receivables, Managed Care, Scheduling, Referral Development, Census, Clinical Orders, Clinical Care, HTML/ASP Form Development Tool, Aviator, Quality Management, and Outcomes/Assessments.

Organization: Davis Behavioral Health, Inc.
Contact: Mr. Scott Brian, Chief Information Officer
Location: Bountiful, UT
Phone: (801) 599-4712
Email: sbrian@itxmedia.com
Contract Date: 10/31/2002
Application: Pro-Filer™ 2006
# of Users: 200 users
Modules: Basic Management, Billing & Receivables, Managed Care, Scheduling, Referral Development, Network Development, Census, Clinical Orders, Clinical Care, HTML/ASP Form Development Tool, Aviator, Claims Processing, and Outcomes/Assessments.

Organization: Douglas County
Contact: Ms. Karen Wilson
Location: Roseburg, OR
Phone: (541) 440-3688
Email: klwilson@co.douglas.or.us
Contract Date: 8/30/2006
Application: Pro-Filer™ 2006
# of Users: 120 users
Modules: Basic Management, Billing & Receivables, Managed Care, Scheduling, Referral Development, Network Development, Clinical Orders, Clinical Care, HTML/ASP Form Development Tool, Aviator, Quality Management, Claims Processing, and Outcomes/Assessments.

Organization: Hamilton Center, Inc.
Contact: Mr. Mel Burks, Executive Director Administrative Services
Location: Terre Haute, IN
Phone: (812) 231-8323
Email: mburks@hamiltoncenter.org
Contract Date: 5/28/1998
Application: Pro-Filer™ 2006
# of Users: 128 users
Modules: Basic Management, Billing & Receivables, Managed Care, Scheduling, Referral Development, Census, Clinical Orders, Clinical Care, HTML/ASP Form Development Tool, Aviator, and Outcomes/Assessments.

Organization: Kitsap Mental Health Services
Contact: Ms. Tracy Thompson, IS Director
Location: Bremerton, WA
Phone: (360) 415-5813
Email: tracy@kmhs.org
Contract Date: 10/17/2006
Application: Pro-Filer™ 2007
# of Users: 208 users
Modules: Basic Management, Billing & Receivables, Managed Care, Scheduling, Referral Development, Network Development, Census, Clinical Orders, Clinical Care, HTML/ASP Form Development Tool, Aviator, and Claims Processing.

Organization: Mississippi State Hospital
Location: Whitfield, MS
Contact: Mr. Ed Payne, Systems Analyst
Telephone: (601) 351-8369
Email: payneed@msh.state.ms.us

Contract Date: 5/26/2000
Application: Pro-Filer™ 2006
# of Users: 32 users
Modules: Basic Management, Billing & Receivables, Managed Care, Scheduling, Network Development, Census, Clinical Orders, Clinical Care, HTML/ASP Form Development Tool, and Aviator.

Organization: Pikes Peak Behavioral Health Group
Contact: Mr. Stuart Smith, Director of Information Technology
Location: Colorado Springs, CO
Phone: (719) 572-6113
Email: stuarts@ppbhg.org
Contract Date: 12/28/2006
Application: Pro-Filer™ 2007
# of Users: 248 users
Modules: Basic Management, Billing & Receivables, Managed Care, Scheduling, Referral Development, Clinical Orders, Clinical Care, HTML/ASP Form Development Tool, Aviator, and Outcomes/Assessments.

Organization: Recovery Resources
Contact: Mr. Gordon Hewitt, CFO
Location: Cleveland, OH
Phone: (216) 431-4131, ext. 1125
Email: ghewitt@recres.org
Contract Date: 2/22/2001
Application: Pro-Filer™ 2007
# of Users: 72 users
Modules: Basic Management, Billing & Receivables, Managed Care, Scheduling, Referral Development, Network Development, Clinical Care, HTML/ASP Form Development Tool, Aviator, Quality Management, and Outcomes/Assessments.

Organization: Satilla Community Services
Location: Waycross, GA
Contact: Ms. Wendy Hughes, CFO
Telephone: (912) 284-2597
Email: whughes@satilla.csb.state.ga.us
Contract Date: 5/31/1999 (Satilla upgraded from our legacy COBOL product)
Application: Pro-Filer™ 2006
# of Users: 64 users
Modules: Basic Management, Billing & Receivables, Managed Care, Scheduling, Referral Development, Network Development, Clinical Care, HTML/ASP Form Development Tool, Aviator, Quality Management, and Outcomes/Assessments.

SECTION B6-I

Key Personnel Experience and References

6.3 Business Specifications

6.3.9 KEY PERSONNEL EXPERIENCE AND REFERENCES

Vendor proposals shall identify and include experience narratives and resumes of key personnel who will be assigned to the project, if awarded the contract. Key personnel include, at a minimum, the project manager, lead (appearing on-site) technician(s) and lead trainer(s). They may be the Vendor's employees or employees of subcontractor(s). The documented experience should specifically include a description of their work supporting the implementation of similar projects.

A minimum of three (3) references must be included for the proposed project manager. The COUNTY reserves the right to approve all individuals assigned to this project.

UNI/CARE will be assigning the following to the Lane County Pro-Filer implementation project:

Jim Catan, Vice President of Technical Services (Executive & Technical Services)

Colleen McHenry, Director of Implementation (Project Manager)

Mark Routen, Senior Consultant (Senior Consultant & Trainer)

Colleen McHenry who has been assigned Project Manager has worked with all of UNI/CARE's customers as Director of Implementation, or as a Senior Consultant. Each of the provided references can be speak as to their experience with Colleen's services.

- **Team Member**

Mr. James Catan
Vice President, Technical Services
UNI/CARE Systems, Inc.
Home office in Orlando, Florida

- **Team Position and Task Assignment**

Provide professional services in the areas of:
- Senior Project Management
- Business Process Analysis and Re-engineering
- Pro-Filer™ Reports Development Training and Consulting
- Pro-Filer™ Aviator (security) Consulting and Training
- Pro-Filer™ Interface and Customization
- Pro-Filer™ Telephony Interface
- Information Technology Consulting

- **Qualifications**

As president of DMS Software & Consulting (an I.T. consulting firm), Mr. Catan provided information technology consulting, software implementation and development and systems integration, in a wide range of business areas, to companies throughout the United States from 1984 to 2000.

One unique aspect of Mr. Catan's background is his experience and expertise achieved across a broad range of products and industries for both hardware and software including:

Hardware Platforms & Communication Protocols:
■ AS/400 ■ Citrix ■ RISC/6000 ■ LAN/WAN
■ TCP/IP ■ VPN's ■ xDSL ■ Terminal Server■ Frame Relay ■ ATM ■ Cable ■ Frame Relay

Software Development Tools:
■ Progress ■ HTML ■ FoxPro ■ SQL Server
■ xBase ■ VC++ ■ MS Access ■ Visual Basic
■ RPG II/400 ■ Crystal Reports

Operating Systems:
■ Windows2K ■ Windows/NT ■ UNIX/AIX
■ OS/400-SSP ■ Netware

Industries:
■ Medical ■ Construction ■ Education
■ Distribution ■ Timeshare ■ Automotive
■ Behavior Health ■ Real Estate ■ Finance
■ Hotel/Hospitality ■ Application Service Provider (ASP)

- **Education**

Bachelors of Science in Economics Binghamton University, NY

Concentration in Computer Science May, 1984
Regents Scholarship Winner June 1980

- **Relevant Experience**

VP, Technical Services 2000 - 2007
UNI/CARE Systems, Inc. – Sarasota, FL

- Developed the UNI/CARE Consulting Services practice.
- Re-engineered the Pro-Filer™ Implementation process
- Key member of the UNI/CARE Implementation Team on over 20 Pro-Filer™ installations, totaling over a thousand users
- Developed mainstay reporting constructs within Pro-Filer™
- Developed the Pro-Filer™ Tel-Entry™ IVR system for phone based data entry of any user defined data collection instrument

• **Team Member**	**Colleen Allen McHenry, MA** *Director of Implementation* UNI/CARE Systems, Inc. Home office in Sarasota, Florida
• **Team Position and Task Assignment**	Director of Implementation/Senior Clinical Consultant • Serves as an integral part of the Profiler implementation team of Profiler managing end to end processes • Expert level in system implementation and integration into business practices and requirements. • Project Management and work process reengineering • Thorough knowledge of and expertise in the operations of psychiatric, substance abuse, and behavioral health facilities. • Manages complex implementations of enterprise wide systems focusing on integration of all work flow components – business, clinical, medical, technical, reporting, and external compliance requirements.
• **Qualifications**	Ten (10) years of experience in community agencies providing both direct and indirect services to a variety of client populations. Specific experience includes providing social services at inpatient, 28 day residential, and crisis stabilization units ranging for clients ranging from adolescent to geriatric. Outpatient experience includes traditional counseling, teaching, prevention, education, assessment, and placement. Ms. McHenry's education includes a Master's Degree in Counseling Psychology and current enrollment in a Doctor of Business Administration program. The combination of direct service and education has prepared Ms. McHenry for the "real life experience" in clinical implementations.
• **Relevant Experience**	Director of Implementation UNI/CARE Systems Sarasota, FL 6 years Peer Counseling Coordinator/Implementation Specialist Coastal Recovery Centers Sarasota, FL 4 years Manatee Glens Corporation Social Services Coordinator Bradenton, FL 6 years

- **Team Member**

Mark David Routen, MPA
Senior Consultant
UNI/CARE Systems, Inc.

- **Team Position and Task Assignment**

Member of the Senior Consulting Staff
- Expert level in system implementation and integration into business practices and requirements.
- Project Management and work process reengineering
- Thorough knowledge of and expertise in the operations of psychiatric, substance abuse, transfusion medicine, and behavioral health facilities.
- Manages complex implementations of enterprise wide systems focusing on integration of all work flow components – business, clinical, medical, technical, reporting, and external compliance requirements.

- **Qualifications**

Greater than twenty-five (25) years of experience ranging from research and program evaluation to leadership positions with not-for-profit comprehensive mental health centers and psychiatric hospitals; administrative responsibilities with an academic-based health care system; managerial role at a transfusion medicine research center and service provider; and consultation in clinical applications systems implementation and project management. The breadth and depth of Mr. Routen's experience has enabled him to facilitate needed process change in organizations using Business Process Quality Management, direct the integration of clinical and business operations, and lead the merging of health care organizations.

- **Relevant Experience**

Senior Consultant
UNI/CARE Systems
Sarasota, FL
6 years

Regional Administrator
Shands Hospital & Healthcare System
at the University of Florida
Tampa, FL
3 years

Healthcare Consultant
Clinical and Business Applications Implementation
Tampa, FL
3 years (concurrent with other responsibilities)

Vice President
FBS Transfusion Medicine Center
Tampa, FL

6 years

Associate Director
Mental Health Care
Tampa, FL
10 years

SECTION B6-J

Software Maintenance Services

6.3 Business Specifications

6.3.10 SOFTWARE MAINTENANCE SERVICES

Vendors must describe their approach to software maintenance services, including the pricing structure. Vendor proposals must describe the frequency of planned system upgrades, patches and software versions.

Vendor proposals must describe the level of on-going support provided, including established service levels, e.g. 24x7 help desk support, meeting frequency and leadership of user groups and user conferences, etc.

Vendors must include a copy of their software maintenance agreement in their proposals. The software maintenance agreement should not conflict with the terms of this RFP.

Support & Technical Services

UNI/CARE offers ***24 hours, 7 days a week software support and technical services***. All of UNI/CARE's locations provide specialized Customer Support with routine support services offered from the Sarasota office. UNI/CARE's training and programming staff, with extensive experience in development, maintenance and training, provides support for the second-level Support Services offered by the firm.

UNI/CARE has also designed a web site that is enabled with a secure login for each UNI/CARE customer allowing access to a wide variety of information. The web site is developed to serve as an information forum for our customers, and offers sections for frequently asked questions, software downloads, updates, application reports, a knowledge base, a discussion board, the National Users' Group, and a customized section for each customer allowing for specialized communications.

- National Users' Group. UNI/CARE and its customers agreed to implement a partnership strategy whereby the users' group was hosted by UNI/CARE and the content of the topics developed by both UNI/CARE and its customers.
- Regional Users' Groups have also been formed within or among neighboring states.

UNI/CARE's software support methodology is based on the premise of direct access to the staff providing first-level support and the staff providing training services. As such all UNI/CARE customers can dial a set of telephone extension numbers exclusively assigned to the support of the software and immediately report their specific concerns, issues or problems.

The support staff receiving the call will immediately answer an inquiry presented to them, if such an occurrence is possible. If the inquiry requires research, analysis or any further step, the UNI/CARE staff will advise the customer of the proposed action and will set a timetable for follow-up.

To ensure that all requests for support have adequate follow-up and subsequent communication with Lane County staff, UNI/CARE has implemented an internal automated monitoring system designed to document every request for support as well related progress and/or resolution. In addition, UNI/CARE has identified a specialized committee responsible for the monitoring all requests by customer, as well as the status, progress and/or resolution of each request.

The UNI/CARE support staff is trained to determine the urgency of the inquiry and subsequently define the appropriate follow-up procedures, based on the following formula:

- CRITICAL response required within 4 hours
- URGENT response within 1 business day
- IMPORTANT response within 2 business days
- NEEDED response within 3 business days
- DESIRABLE response within 2 weeks

The following *escalation procedures* are designed to facilitate the reporting of complaints or other issues related to support:

- Account Coordinator
- Manager, Support Services
- Vice-President for Support Services and/or Vice President for Implementation Services
- President

CUSTOMER SUPPORT METHODOLOGIES

UNI/CARE provides support services based on one or a combination of the following methodologies:

- Telephone support: from 8 a.m. to 6 p.m. EST
- Telephone support via beeper after hours
- On-line support via dedicated line(s) and modem(s)
- E-mail support via the Internet
- Web-Site support via the Internet.

UNI/CARE's support agreement with Lane County *requires a dedicated line and modem, open to the UNI/CARE support staff* to be used for diagnostics and issue resolution.

NEW RELEASES

UNI/CARE staff has developed a windows-based system to replace its COBOL Legacy system. The initial development was completed in 2000 and the system was released to the marketplace in that year.

UNI/CARE provides new releases annually with updates issued in-between via our customer web site. Customers are notified of the pending upgrades/updates as they are planned and upon their release provided with:

- Upgrade/Update assistance (if desired)
- Upgrade/Update release notes
- Updated User Manuals and Technical documentation

UNI/CARE issued one new release (version) in 2006, version number 2006 and issued 29 patches the entire year. Version numbers for the year 2006 were 2006.0.0 – 2006.0.29. UNI/CARE has issued a new release (version) for 2007, version 2007, and to date has not issued any patches.

QUALITY MANAGEMENT

The UNI/CARE staff has developed quality control measures to ensure that every product conforms *to internally approved quality standards*. These include the following:

✓ Every new program to be developed is detailed as follows:
- Lane County specifications are developed by Lane County staff and UNI/CARE implementation team
- Review of the developed specifications is performed by Lane County staff and UNI/CARE implementation team
- Programming Specifications are developed by the UNI/CARE programming staff
- Programming specifications are internally reviewed by the UNI/CARE implementation team

✓ Every newly developed program is tested as follows:
- Internal testing by the UNI/CARE programming staff
- Internal testing by the UNI/CARE implementation team
- Final testing by Lane County staff
- Every newly developed program is identified by release number
- Releases are periodically forwarded to customers

✓ Every system error reported by Lane County staff is documented and assigned a control number
- Problems with the system are internally categorized by problem type and the modules they relate to
- Problems are assigned a priority number and a resolution by priority
- Lane County‘s staff is notified of the corrections to the problem and the correction forwarded to Lane County’s system administrator

QUALITY MANAGEMENT FOLLOW-UP

Management monitors all the quality management tasks identified in the above on a weekly basis. In addition, a management team reviews on a daily basis all issues identified by Lane County’ staff and monitors their resolution. Finally, staff from the support department, on a monthly basis monitors client satisfaction. Follow-up is implemented with clients through weekly conference calls and with the assistance of the Vice President of Support Services, if needed.

Please refer to Appendix A, Sample UNI/CARE General Agreement for a review of UNI/CARE’s Support Services Agreement.

SECTION B6-K

Value-Added Services (Optional)

6.4 Value-Added Services

Vendors are encouraged, but not required, to propose any optional value-added service(s) they believe would help the COUNTY effectively implement, operate and/or utilize the proposed system.

6.4.1 HOSTED OPERATION (OPTIONAL)

The COUNTY may consider the option of using a fully hosted operation and maintenance of the proposed system in a secure environment. Vendors may include in their proposals an offer to provide a hosted operation. **If proposed**, the following information shall be included:

6.4.1.1. Vendors should state their operational performance guarantee.

6.4.1.2 Vendors should describe the facility where the system will be hosted, including the physical facility, hardware and software configurations, and network architecture.

6.4.1.3 Vendors should describe their ability to handle peak loads at higher than normal collection and reporting times.

6.4.1.4 Vendors should describe their routine back-up and their business continuity/disaster recovery plans and procedures.

6.4.1.5 Vendors should describe their physical and logical security safeguards.

6.4.1.6 Vendors should describe their reliability to insure data availability and integrity.

6.4.1.7 Vendors should describe their data reporting tools and ad hoc reporting capacity.

6.4.1.8 Vendors should describe their storage capacity and ability to expand the capacity (scalability) to meet data population growth over time.

6.4.1.9 Vendors should describe how routine maintenance and system upgrades will be supported and how the infrastructure and systems are tuned for optimal performance.

6.4.1.10 Vendors should describe if a testing environment is offered to test product customizations and configurations.

6.4.1.11 Vendors should state their maximum storage capacity and bandwidth allowance per customer.

6.4.1.12 Vendors should describe their hosting facility personnel and customer service.

6.4.1.13 Vendor proposals should include a Service Level Agreement that guarantees operational performance, as well as other procedures governing the operation of the proposed system in a Hosted Facility.

6.4.1.14 Vendors should include a copy of their hosting agreement in their proposals.

ASP (On Demand Application Hosting Services)

UNI/CARE is offering *On Demand Application Hosting Services* to provide customers with a remote access hosted Pro-Filer™ application that is state-of-the-art, up-to-the-minute and managed by UNI/CARE's Microsoft Certified Professionals and Engineers. UNI/CARE provides the On-Demand Application Hosting Services, in partnership with Peak 10, UNI/CARE's selected hosting site.

The On-Demand Application Hosting Services is offered with the following range of services designed to ensure a customer receives the maximum value from UNI/CARE's application and services:

- A Technical Account Manager to ensure your company receives maximum value from the proposed UNI/CARE applications.
- A dedicated and dependable Microsoft SQL Server System Administrator to care for your data and the server
- Quality hardware with technical support from the manufacturer.
- Configuration and management of hardware.
- On Demand access to the servers and applications, which are at a Tier1 co-location facility.
- An Active Directory Domain with multiple Domain Controllers for authentication and fail-over redundancy at the co-location facility.
- Access and ability to create and manage Active Directory user accounts at the co-location facility.
- Software update services for:
    - Microsoft Windows Servers
    - Microsoft SQL Server
    - Microsoft Terminal Servers
    - Pro-Filer™ Servers
    - Supporting Application Servers
- Configuration and management of the equipment at the co-location facility.
- Remote access via Microsoft Remote Desktop Protocol (RDP) and/or Citrix ICA.
- Firewall protection of the co-location facility.
- Set up and management of DNS, WINS and DHCP.
- Monitoring of system, security and application event logs and proactively remediate unexpected events as they arise
- Monitoring of the performance of the Microsoft SQL, Application and Presentation Servers; performance tune as needed.
- Setup and maintenance of client server database connections from the Application Servers to the Microsoft SQL Servers.
- Pro-Filer™ application management
- Databases management
- Pro-Filer™ and system software updates
- Daily backups of the servers and databases at our co-location facility

The services provided offer access to the application, as well as continuous support network devices and servers to ensure they are always available, monitored, patched and protected. As such, UNI/CARE allows companies to focus on their core business rather than IT support. Storage backup, offsite vaulting, remote hands support and more are all available to assist IT departments with support of critical systems.

Proposed Application Hosting Overview at Peak 10 (Co-location Facility)

Peak 10 builds, owns, and operates all of its data centers and, as a result, can guarantee the most reliable, scalable, and secure infrastructure on the market today. Each Peak 10 data center is engineered with multiple levels of security, uninterruptible power, redundant HVAC systems, fire suppression, and around-the-clock monitoring and management. Through its high-bandwidth, private transport network connecting all of Peak 10's data centers, it can offer true geographic diversity and guarantee up to 99.999% Network Availability.

Uninterruptible Power
Each Peak 10 data center is engineered with a redundant, uninterruptible power system and backup generator to deliver seamless power. In the event of a commercial power failure, our isolated UPS system will provide immediate backup power until our diesel generators take over the load and continue operation of the center.

Redundant HVAC
Peak 10's redundant HVAC system keeps the average temperature in the data center at 70 degrees F (+/-2) ensuring a consistent operating atmosphere for your servers. Additional sensors detect variations in humidity and keep the average humidity at 50% (+/-3)

Fire Suppression
Each Peak 10 data center has a double interlock pre-action dry fire suppression system integrated with Operations Control Center monitoring system.

Peak 10 Location Benefits
Peak 10 data centers are never located downtown which is typically the first area evacuated and shutdown:

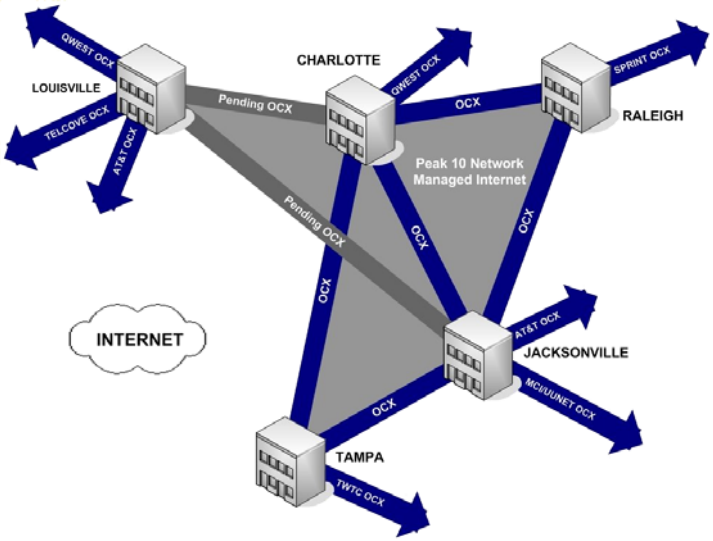
- Non-evacuation zone
- Non-flood zone
- On airport power grid – first grid to be restored during times of disaster

Peak 10 Security
Each Peak 10 data center is engineered with a minimum of five levels of security:

Level 1: Proximity card access with PIN
Level 2: Biometric (fingerprint access)
Level 3: Combination locks for cabinets & cages.
Level 4: Monitored video surveillance
Level 5: Strategically placed motion/vibration detection

Peak 10 Network

All customers on the Peak 10 network are connected to a fully-meshed[1] private backbone network utilizing SONET ring fiber utilizing a minimum of five Tier One Internet providers. Peak 10 manages all network load-balancing and incorporates the latest technology to ensure the network traffic reaches its destination as quickly and efficiently as possible. Peak 10 offers 99.999% Network Availability across seven enterprise-class data centers.



[1] **Fully Meshed Topology**
A fully meshed topology means that each routing node on the periphery of a given packet-switching network has a direct path to every other node on the cloud. The key rationale for creating a fully meshed environment is to provide a high level of redundancy.

Your computer systems and data are continually at risk of being compromised by virus attacks, computer hackers, disgruntled employees, and accidental or natural disasters. UNI/CARE's ON-Demand Application Hosting Services at Peak 10 offers a multi-layered defense strategy for mitigating these risks. These information security solutions provide you with the necessary tools and security staff for monitoring your defenses 24 hours a day, 7 days a week.

Managed Firewall

Firewalls are your first line of defense in protecting your network and a critical requirement for most businesses today. Peak 10 offers an end-to-end managed firewall solution starting with over 20 firewall options and ending with a 24x7 team of security specialists monitoring your environment and responding to attacks.

"Best-of-Breed" Firewall Solutions – Peak 10 offers a broad range of cost-effective, easy-to-deploy firewalls from Check Point, Cisco, Netscreen and Nokia.

- Shared firewall options
- Dedicated firewall options
- High-availability firewall options

Sophisticated 24x7 management and monitoring

- Firewall integration
- Co-managed system administration
- Proactive firewall monitoring and response
- Updates and security patching
- VPN key management
- Daily configuration backup
- Comprehensive traffic reporting
- Access to historical and real time reporting and graphing
- Tracking of specific users, protocols or destinations
- Firewall performance and configuration reports
- High availability load balancing management

Vulnerability Scanning

According to CERT, 95% of intrusions result from the exploitation of known vulnerabilities or configuration errors where countermeasures were available. Peak 10's Managed Vulnerability Scanning helps customers identify and correct vulnerabilities before they can be exploited. Through a secure web portal, customers can log in and privately run scans against their Internet perimeter and securely receive online reports of their particular Network Vulnerabilities.

- Most comprehensive database – referencing a continuously updated Vulnerability Knowledgebase tracking thousands of vulnerabilities for more than 300 applications on 20 platforms
- Detailed graphical reports – showing your security risks
- Email alerts – delivering near-instantaneous email alerts summarizing discovered vulnerabilities and trends
- Total scalability – to meet your organization's network growth

Managed Intrusion Detection

With UNI/CARE's On-Demand Application Hosting Services, you do not have to worry about purchasing the software and hiring security experts to deploy a robust intrusion detection solution. UNI/CARE and Peak 10 will provide you with a 24x7 full-service intrusion detection package where experienced security experts analyze and respond to malicious activities within your networks.

- 24x7 security management and monitoring of your IDS solution by security experts
- Around-the-clock human IDS alert analysis
- Rapid intrusion identification, reaction and response
- Robust signature database with continuous updates
- Attack forensics archival
- Managed security services portal
- Detailed management reports including summary of each event and the analysis performed on the event by the security analyst

Additional Security Solutions

- Security policy and audits – UNI/CARE can help create, update, implement, train and audit your Security Policy, addressing your most critical business-related risks
- Emergency response team and forensics – in the event of a security compromise, Peak 10 will minimize operational impacts by deploying a team of network security experts to protect evidence and evaluate the incident

Tampa Data Center

Peak 10 Tampa provides managed co-location, enterprise hosting, reliable bandwidth and a wide range of managed services including disaster recovery, storage, monitoring, security and data protection. Its world-class Tampa data center is staffed by skilled engineers and support personnel to ensure the security, integrity and availability of its customers' technology infrastructure 24 hours a day, 7 days a week.

Peak 10 is increasing the size of its Tampa data center by more than 30 percent. By expanding its existing facility with contiguous built-out data center space, Peak 10 maintains its high standards for security and redundancy. All Peak 10 data centers are engineered with multiple levels of security, uninterruptible power, redundant HVAC systems, fire suppression and around-the-clock monitoring and management. They are also interconnected by Peak 10's private network enabling the company to meet its high availability objective and ensure business continuity for its customers' business critical applications.

Peak 10 combines its network of seven data centers and portfolio of managed services with localized engineering and support to serve market-leading companies nationwide. Peak 10 enables its customers to lower costs, improve service levels, meet regulatory compliance and increase revenue growth by maximizing internal IT resources and insuring the security and availability of complex technology infrastructure.

Please refer to Appendix B, Sample ASP General Agreement.

6.4.2 BILLING SERVICES (OPTIONAL)

The COUNTY may consider the option of using clearinghouse/billing services to submit claims to its payer community. Vendors may include in their proposals an offer to provide billing services. **If proposed**, at a minimum, the following information shall be included:

6.4.2.1 High level description of Vendors proposed billing services.

6.4.2.2 Description of the capability of processing electronic claim submissions for COUNTY service providers.

6.4.2.3 Acknowledgement of compliance with the Health Insurance Portability and Accountability Act (HIPAA). Billing services must use the HIPAA-translatable Expanded National Standard Format (NSF) version T0301, Expanded UB92 version T60 or ANSI 837 4010A1 formats.

6.4.2.4 Description of easy batch submission through a toll-free telephone number or Pretty Good Privacy (PGP) encrypted Internet connection.

6.4.2.5 Description of detailed online submission and error reports and real-time editing of claims online capabilities.

6.4.2.6 Description of Vendors maintenance of a backup file sufficient to recreate the claims file should the original be damaged.

UNI/CARE has elected not to bid on the optional billing services at this time.

APPENDICES

APPENDIX A.

Sample UNI/CARE General Agreement

GENERAL AGREEMENT

This GENERAL AGREEMENT made and entered into this _____ day of Month 2005, by Customer Name, a State Corporation with its principal offices located at Address, City, State Zip (hereinafter "Licensee") and UNI/CARE Systems, Inc., a duly licensed Florida Corporation incorporated pursuant to the laws of the State of Florida, with principal offices located at 540 N. Tamiami Trail, Sarasota, FL 34236 (hereinafter "Licensor").

WITNESSETH:

WHEREAS, Licensor has developed certain application software;

WHEREAS, Licensor desires to provide to Licensee certain application software, including support documentation and related installation, consulting and training services and on-going software support services;

WHEREAS, Licensee desires to license from Licensor certain application software, including support documentation and related installation, consulting and training services and on-going software support services;

NOW, THEREFORE, and in consideration of the mutual premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1
DEFINITIONS

As used in this Agreement, the following capitalized terms have the meanings ascribed to them below, and include the plural, as well as the singular:

1.01 Acceptance: has the meaning set forth in Subsection 5.05 of this Agreement.

1.02 Acceptance Tests: means those procedures described in the General Agreement, to be conducted by Licensee in order to determine whether the Licensed Programs have the ability to support the Functionality Acceptance Criteria described in Section 5 and Exhibit E to this Agreement.

1.03 Agreement: means this General Agreement, together with the following Exhibits, all of which are incorporated by reference into, and made a part of this Agreement:

Exhibit A	License End-User Agreement;
Exhibit B	Approved Designated Equipment;
Exhibit C	Support Services Agreement;
Exhibit D	Price List;
Exhibit E	Functionality Acceptance Criteria;
Exhibit F	Functionality Acceptance Certificate;
Exhibit G	Negotiated Rates;
Exhibit H	HIPAA Readiness;
Exhibit I	Implementation Schedule; and

Exhibit J — Installation Services, Training Services and Consulting Services.

1.04 Concurrent Users: means the number of Users who are simultaneously accessing the Licensed Programs and Licensed Utilities over the Licensee's network at any one time.

1.05 Consulting Services: means the services that Licensor offers to Licensee in order to implement the Licensed Programs and Licensed Utilities, as more particularly described in Exhibit D (Price List), Exhibit I (Implementation Schedule), and Exhibit J (Installation Services, Training Services and Consulting Services).

1.06 Designated Equipment: means the central processing units ("CPUs") and associated equipment identified in Exhibit B to this Agreement. It is understood that the CPU model and serial numbers called for in Exhibit B will be inserted no later than Installation, at which time the completed Exhibit B will become a part of this Agreement.

1.07 Functionality Acceptance Criteria: means the performance standards by which to measure the ability of the Licensed Programs to support the functionality described in Subsection 5.03 and Exhibit E of this Agreement.

1.08 Implementation Schedule: means the implementation and training plan attached hereto in Exhibit I, which outlines various Installation Services, Training Services and Consulting Services necessary to implement the Licensed Programs and Licensed Utilities at Licensee's sites.

1.09 Installation: means loading the standard Licensed Programs and Licensed Utilities on the Designated Equipment and verifying accessibility on a User workstation. This does not include any required customization and/or the programming of third parties requirements.

1.10 Installation Services: means the installation, set up, testing, and related services relating to the standard Licensed Programs and Licensed Utilities which are required to make the standard Licensed Programs and Licensed Utilities ready for use by Licensee, as outlined in Exhibit D (Price List), Exhibit I (Implementation Schedule) and Exhibit J (Installation Services, Training Services and Consulting Services).

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1.11 License: means the rights granted Licensee pursuant to Section 2 hereof.

1.12 Licensed Materials: means the user guides, training materials, supplemental materials and other documentation (and all revisions thereto) provided by Licensor to Licensee relating to the Licensed Programs and Licensed Utilities.

1.13 Licensed Programs: means all the application software in object code format only, recorded on CD or other media and provided by or through Licensor to Licensee and listed on Exhibits A and D attached hereto. Any third party ownership of these Licensed Programs is set forth in Exhibit A.

1.14 Licensed Utilities: means all the software in object code format only, recorded on CD or other media and provided by or through Licensor to Licensee to enable User interface

to the Licensed Programs, and listed on Exhibit A and D attached hereto. Any third party ownership of these Licensed Utilities is set forth in Exhibit A.

1.15 Permitted Purpose: means the Licensee's own corporate internal use only, of Licensed Programs, Licensed Utilities and Licensed Materials, for purposes outlined in Section 2 of this Agreement. Any consortium of agencies agreement needs to be documented in this General Agreement.

1.16 Specifications: means the description of the features and functions of the Licensed Programs set forth in Exhibit E of this Agreement and the Licensed Materials.

1.17 Support Services: means the services that Licensor provides to Licensee pursuant to the Support Services Agreement attached hereto as Exhibit C.

1.18 Training Services: means the services that Licensor provides to Licensee in order to prepare Licensee to use the Licensed Programs and Licensed Utilities as outlined in Exhibit D (Price List), Exhibit I (Implementation Schedule), and Exhibit J (Installation Services, Training Services and Consulting Services).

1.19 Users: means an employee or agent of Licensee who has access as defined in Section 2 of this Agreement, to any of the Licensed Programs and Licensed Utilities provided by Licensor to Licensee and listed in Exhibit A and D attached hereto.

SECTION 2
LICENSE

2.01 License Grant: Subject to the conditions specified in this Agreement and Licensor's termination rights pursuant to Section 9 of the General Agreement, Licensor hereby grants to Licensee, a royalty free, non-exclusive, non-transferable License for the number of Concurrent Users set forth in Exhibit D, to use the Licensed Programs, Licensed Utilities and Licensed Materials for the length of the term of this General Agreement.

2.02 Permitted Purpose: Licensee hereby agrees:

(a) to access the Licensed Programs, Licensed Utilities and Licensed Materials within the number of Concurrent Users identified in Section 2.01 of this Agreement;

(b) to use the Licensed Programs, Licensed Utilities and Licensed Materials only for its own corporate use and within the scope of Licensee's operations. Use by a consortium of agencies needs to be defined in this General Agreement;

(c) to install the Licensed Programs and Licensed Utilities only on the Designated Equipment;

(d) to comply with Licensor's proprietary rights as detailed in Section 7 of this Agreement;

(e) to obtain all Licensor's Licensed Programs, Licensed Utilities and Licensed Materials developed by Licensor and/or licensed by Licensor, only through Licensor and no other person or entity;

(f) to make archival copies of those portions of the Licensed Programs, Licensed Utilities and Licensed Materials that are provided on machine readable media or paper copies, provided such copies are strictly for Licensee's internal use in accordance with this Agreement, and provided such copies are not installed on equipment other than the Designated Equipment; and

(g) to copy the Licensed Materials as reasonably required for Licensee's internal use of the Licensed Programs and Licensed Utilities, in accordance with this Agreement.

2.03 **Scope of Services:** Licensor shall provide to Licensee:

(a) Licensed Programs that meet the Functionality Acceptance Criteria as defined in Section 5.03 of this Agreement, only in object code form as detailed in Exhibits A and D of this Agreement;

(b) approval of Operating System and Designated Equipment as specified in Exhibit B of this Agreement;

(c) Licensed Materials relating to the Licensed Programs and Licensed Utilities as specified in Exhibit D of this Agreement;

(d) Installation Services, Training Services and Consulting Services in accordance with the Implementation Schedule, as specified in Exhibits I and J of this Agreement;

(e) Support Services as set forth in the Support Services Agreement attached hereto as Exhibit C; and

(f) such other additional services as may be requested by Licensee for data conversion, database partitions, interface customization, or management

of projects, that are not defined in Exhibit D, at the negotiated rates set forth in Exhibit G.

2.04 **Conditions:** Licensee hereby agrees:

(a) to use the Licensed Programs, Licensed Utilities and Licensed Materials only for Permitted Purposes, only on the Designated Equipment ;

(b) to perform with Licensor a system audit on a yearly basis, which will allow Licensor to confirm all Licensed Programs and Licensed Utilities installed on Licensee's Designated Equipment and update the License number of Users assigned to Licensee by Licensor;

(c) not to copy, reproduce, or modify any of the Licensed Programs and Licensed Utilities, or reproduce any Licensed Materials or other information provided in connection with the Licensed Materials except as authorized in this Agreement;

(d) not to (i) de-compile, disassemble, or otherwise reverse engineer all or any part of the Licensed Programs and Licensed Utilities, or (ii) create, produce, market, license or sell any product that competes with any of the Licensed Programs and Licensed Utilities, or (iii) permit any other person to do any of the foregoing.

(e) to make archive copies of the Licensed Programs and Licensed Utilities strictly for Licensee's own corporate internal use. At all times during which any copy of the Licensed Programs and Licensed Utilities in Licensee's possession or under Licensee's control is not installed for use on the Designated Equipment, Licensee shall store such copy of the Licensed Programs and Licensed Utilities in a manner that will reasonably protect the copy from theft or unauthorized disclosure;

(f) not to take any action that would encumber the Licensed Programs and Licensed Utilities and related Licensed Materials or expose the Licensed Programs and Licensed Utilities and related Licensed Materials to any claims, transfers, conversion, or other form of encumbrance; and

(g) to acknowledge that the Licensed Programs and Licensed Utilities may be derived, in part, from the

software of third parties. As a condition to Licensee's right to use the Licensed Programs and Licensed Utilities and related Licensed Materials, Licensee shall execute and deliver any other License Agreement, Non-disclosure Agreement and Registration Form that such a third party may require; provided that such other agreement or form shall not (i) preclude Licensee from using the Licensed Programs, Licensed Utilities and Licensed Materials to conduct Licensee's business, or (ii) impose any fee or any obligation more stringent than that set forth in this Agreement.

2.05 Licensed Programs Updates: The Licensed Programs and Licensed Utilities shall include all improvements or modifications of the version or versions of the Licensed Programs and Licensed Utilities which Licensor has licensed to Licensee, and implemented or otherwise released by Licensor from time to time during the term of this Agreement, and all related Licensed Materials in written form and/or identified in the Exhibits attached hereto or used in connection with the Licensed Programs and the Licensed Utilities as implemented by Licensor. Licensor shall provide such updates and new releases to Licensee pursuant to the terms of the Support Services Agreement attached hereto as Exhibit C. Licensed Programs updates may also require Equipment upgrades by Licensee.

SECTION 3
SALE OF EQUIPMENT

Non-Applicable

SECTION 4
CONSIDERATION

4.01 Licensed Programs Fees: In consideration for the Licensed Programs to be provided to Licensee under this Agreement, Licensee shall pay Licensor the amounts set forth in Exhibit D attached hereto, representing the aggregate fees for the Licensed Programs ("Licensed Programs Fees"). Payments for Licensed Programs Fees shall be made according to the following schedule:

(a) fifty percent (50%) of the aggregate amount for Licensed Programs Fees as set forth in Exhibit D upon execution of this Agreement;

(b) forty percent (40%) of the aggregate amount for Licensed Programs Fees as set forth in Exhibit D upon Installation of the Licensed Programs on the Equipment;

(c) ten percent (10%) of the aggregate amount for Licensed Programs Fees as set forth in Exhibit D

upon Acceptance of the Licensed Programs as set forth in Section 5 of this Agreement.

4.02 Licensed Utilities Fees: In consideration for the Licensed Utilities to be provided to Licensee under this Agreement, Licensee shall pay Licensor the amounts set forth in Exhibit D attached hereto, representing the aggregate fee for the Licensed Utilities ("Licensed Utilities Fees"). Payments for Licensed Utilities Fees shall be made according to the following schedule:

(a) fifty percent (50%) of the aggregate amount for Licensed Utilities Fees as set forth in Exhibit D upon execution of this Agreement;

(b) fifty percent (50%) of the aggregate amount for Licensed Utilities Fees as set forth in Exhibit D upon Installation of the Licensed Utilities on the Equipment.

4.03 Installation, Training and Consulting Fees: In consideration for the Installation, Training and Consulting Services to be provided to Licensee under this Agreement, Licensee shall pay Licensor the amounts set forth in Exhibit D attached hereto, representing the Fees for Installation, Training and Consulting Services and related travel and per-diem fees. Payments for such Fees shall be made according to the following schedule:

(a) One hundred percent (100%) of the invoiced amount for each set of scheduled Installation, Training and Consulting Services, upon completion of each set, according to the payment terms as described in Subsection 4.05 of this Agreement;

(b) One hundred percent (100%) of the related travel and per diem invoice according to the payment terms as described in Subsection 4.05 of this Agreement.

4.04 Payment of Telephone Communication Expenses: During Acceptance Testing and the warranty period, and until the commencement of Licensee's payment obligations under the Support Services Agreement, Licensee shall pay to Licensor all out of pocket telephone communication expenses incurred by Licensor in the provision of Support Services. Telephone communication expenses are logged as they occur and shall be payable upon receipt by Licensee of a duly executed invoice by Licensor. After the commencement of Licensee's payment obligations under the Support Services Agreement, Licensee shall pay Licensor's out of pocket telephone communication expenses in accordance with the Support Services Agreement detailed in Exhibit C.

4.05 Payment Terms: The payments described in Subsections 4.01 (a) and 4.02 (a) are due upon execution of this Agreement. The payments described in Subsections 4.01(b), 4.01 (c), 4.02 (b), 4.03 and 4.04 are due upon the occurrence of the events specified therein, and at the latest within thirty (30) days of invoice receipt. Failure to pay as defined in Sections 4.01, 4.02, 4.03 and 4.04 may result, at the option of Licensor in suspension of Implementation,

Training, Consulting and/or Support Services, or Termination as defined in Subsection 9.04 of this Agreement; provided that Licensor shall provide Licensee with written notice and an opportunity to cure as set forth in Sections 9.03 and 9.04 of this Agreement.

4.06 Taxes: Licensee shall, where obligated by law to do so, directly pay all applicable taxes relating to or assessable against the Licensed Programs, Licensed Utilities, Installation, Training and Consulting services, or any services related thereto, including all personal property taxes and state sales and/or use taxes but excluding taxes based on Licensor's taxable income and excluding any other taxes based on Licensor's business operations. If Licensee elects to challenge the applicability of any such taxes, Licensee shall inform Licensor and will supply Licensor with all relevant documentation substantiating Licensee's right to withhold payment of such taxes. It is contemplated that Licensee will directly pay all sales and use taxes incident to this Agreement; provided, however, Licensee agrees to reimburse Licensor (after receipt by Licensee of appropriate documentation from Licensor) for any payments of sales or use taxes paid by Licensor on behalf of Licensee pursuant to this Agreement or assessed by a taxing authority against Licensor.

SECTION 5
FUNCTIONALITY ACCEPTANCE TESTING

5.01 Implementation Schedule: Within approximately one (1) month of execution of this Agreement, Licensor and Licensee shall hold an implementation meeting to collaborate and produce a written Implementation Schedule that will be finalized within thirty (30) days after the occurrence of the meeting. The Implementation Schedule will include prioritization of milestones for Acceptance, training and customization services as well as timetables related to payment schedules as set forth in Subsections 4.01(b), 4.01(c) and 4.02 (b). Upon completion of the Implementation Schedule, Licensor and Licensee shall indicate the agreement to all of its provisions by signing the Implementation Schedule. Upon signing the Implementation Schedule, it shall be incorporated into, and made part of this Agreement under Exhibit I. No provision of the Implementation Schedule shall supersede any part of this Agreement unless it is specifically indicated.

5.02 Functionality Acceptance Testing: Within approximately one (1) month of execution of this Agreement, or as otherwise specified in the Implementation Schedule, Licensor shall install the Licensed Programs and Licensed Utilities on the Designated Equipment. Licensee shall have nine (9) months in which to conduct Functionality Acceptance Testing from the date Licensee receives written notice from Licensor stating the Licensed Programs have been installed at Licensee's site and are ready for Functionality Acceptance Testing. Functionality Acceptance Testing shall be conducted by Licensee in order to determine that the Licensed Programs have the ability to perform according to the Functionality Acceptance Criteria as defined in Subsection 5.03.

5.03 Functionality Acceptance Criteria: Each Licensed Program listed in Exhibit D of this Agreement will have the ability to satisfy the following Functionality Acceptance Criteria:

(a) each Licensed Program will perform according to the Functionality Acceptance Criteria as set forth in Exhibit E of this Agreement;

(b) each Licensed Program will operate on the Designated Equipment purchased through Licensor or which Licensor approves in writing as meeting its Specifications, as set forth in Exhibit B of this Agreement;

(c) each Licensed Program will be delivered with its related sets of Licensed Materials; and

(d) Licensor will provide all Installation, Training and Consulting Services as set forth in Exhibits D, I and J of this Agreement, unless specifically requested in by Licensee in writing to postpone any Training and/or Consulting Services. In this case, this Section 5.03(d) is no longer valid.

5.04 Failure of Functionality Acceptance Testing: In the event Licensee determines that a Licensed Program fails to meet the Functionality Acceptance Criteria, Licensee shall notify Licensor in writing within ten (10) working days of such determination, specifying in as much detail as possible in which respects the Licensed Program does not have the ability to meet the Functionality Acceptance Criteria. Upon receipt of the written notice of failure from Licensee, Licensor shall, at no additional cost to Licensee, correct, modify or replace each specified Licensed Program (together with the corresponding Licensed Materials) within a mutually agreed upon number of working days from the date of receipt by Licensor of the initial notice from Licensee. Upon completion of the corrections, modifications or replacement, Licensor shall provide Licensee with written notice indicating that a Licensed Program has been corrected, modified or replaced and is ready for retesting. Licensee shall conduct retesting within a mutually agreed upon number of working days after receiving written notice that the Licensed Program has been corrected, modified or replaced and is ready for retesting. Should a Licensed Program continue to lack the ability to meet the Functionality Acceptance Criteria at the end of the Functionality Acceptance Testing period set forth in Subsection 5.02 herein and/or three (3) months after the retesting has commenced, Licensee may elect one of the following options:

(a) Licensee may elect to continue this Agreement, delete from this Agreement the Licensed Program that has failed to satisfy the Functionality Acceptance Criteria and receive a refund of the License Fee paid to Licensor for such Licensed Program as specified in Section 4.01 of this Agreement; or

(b) Licensee may elect to conduct further Functionality Acceptance Testing, in which event, Licensor and Licensee shall execute a written addendum to this Agreement setting forth the terms and conditions of further Acceptance Testing and set forth any necessary corrections and/or modifications in as much detail as possible at no additional charge to

Licensee to address the respects in which the Licensed Program failed.

5.05 Functionality Acceptance Certificate: As soon as Licensee determines that the Functionality Acceptance Testing establishes that the Licensed Programs are performing satisfactorily in meeting the Functionality Acceptance Criteria as set forth in Subsection 5.03 herein, ("Acceptance"), Licensee shall execute the Acceptance Certificate attached hereto as Exhibit F.

5.06 Refund of Licensed Programs Fees: In the event Licensee requests a refund of a Licensed Program Fee paid to Licensor as specified in Section 4.01 of this Agreement, as a result of a Licensed Program failing to satisfy the Functionality Acceptance Criteria during Acceptance Testing as specified in Subsection 5.04(a) of this Agreement, then Licensor shall refund within sixty (60) days of receipt of written notification from Licensee, the Licensed Program Fee paid by Licensee pursuant to this Agreement, and as identified in Exhibit D to this Agreement.

5.07 Licensee's Tasks Upon Termination After Failure of Retesting of Functionality Acceptance Testing: Within ten (10) days after the deletion of a Licensed Program from this Agreement by Licensee, Licensee shall either (i) return to Licensor all copies of the Licensed Program, and all related Licensed Materials in Licensee's possession or under its control, and (ii) allow access by licensor to remove all copies of the Licensed Program and related Licensed Materials and provide a sworn affidavit to Licensor to the effect that all such items have been removed, to the best of Licensee's knowledge and through its best efforts.

5.08 Payment Upon Successful Completion of Functionality Acceptance Testing: Upon successful completion of the Acceptance Testing and after Licensee has executed the Functionality Acceptance Certificate, Licensee shall pay Licensor the amount set forth in Subsection 4.01(c) in accordance with Section 4.05 of this Agreement.

5.09 Deemed Acceptance: If, within the Functionality Acceptance Testing period described in Section 5.02, Licensor does not receive from Licensee written notice specifying in detail any new or continuing failures of the Licensed Programs to satisfy the Functionality Acceptance Criteria, Licensee shall be deemed to have accepted the Licensed Programs.

SECTION 6
REPRESENTATIONS AND WARRANTIES

6.01 Patents, Copyrights and Trademarks: Licensor, at its own expense, shall defend or, at its option, settle any claim, suit, or proceeding brought against Licensee on the issue of infringement howsoever arising as a result of or in connection with the supply, Installation, Training or use of the whole or any part of any Licensed Program, Licensed Utility and Licensed Materials of any patent, copyright, trademark service, registered design or any application for the same, and will indemnify and hold Licensee harmless against all costs and damages incurred by Licensee in any such claim, suit, or proceeding, but only if, within ten (10) days of the date on which Licensee is served with the claim, suit or proceeding, Licensee notifies Licensor in writing of the claim, suit or proceeding. If any Licensed Program, Licensed Utility or Licensed Materials, or any part thereof furnished by Licensor to Licensee becomes, or in the opinion of Licensor may become, the subject of any such claim, suit or proceeding or if a

court of competent jurisdiction renders a judgment from which no appeal can be taken enjoining the use of all or part of the Licensed Program, Licensed Utility and Licensed Materials, Licensor at its own option and expense, may:

(a) obtain for Licensee the right under the patent, copyright or trademark to use the infringing part of the Licensed Program, Licensed Utility and Licensed Materials; or

(b) replace the infringing part of the Licensed Program, Licensed Utility and Licensed Materials; or

(c) suitably modify the infringing part of the Licensed Program, Licensed Utility and Licensed Materials so that it is no longer infringing; or

(d) if the use of the infringing part of the Licensed Program, Licensed Utility or Licensed Materials is prevented by permanent injunction from which no appeal can be taken, remove the infringing part of the Licensed Program, Licensed Utility and Licensed Materials, terminate the License, and refund portion of the License fees paid with respect thereto, subject to the following proration schedule: the foregoing refund shall be reduced to eighty percent (80%) after the first anniversary of Installation, to sixty percent (60%) after the second anniversary of Installation, to forty percent (40%) after the third anniversary of Installation, to twenty percent (20%) after the fourth anniversary of Installation, and to zero after the fifth anniversary of Installation.

The foregoing states Licensor's sole obligation and Licensee's exclusive remedy with respect to any alleged infringement by all or part of the Licensed Programs, Licensed Utilities and Licensed Materials.

6.02 Disclaimer of Warranty: The Licensed Programs and Licensed Utilities are licensed on an "AS IS" basis, without warranty, except as defined in Section 6.03 of this General Agreement. LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.03 Express Warranty: Licensor warrants to Licensee that:

(a) neither the Licensed Programs, Licensed Utilities or Licensed Materials nor Licensor's performance of its obligations under this Agreement (including the Exhibits hereto), infringe, conflict with or constitute an infringement or misappropriation of any patent,

copyright, trademark, trade secret or other proprietary right of a third party;

(b) Licensed Programs meet the Functionality Acceptance Criteria detailed in Section 5.03 of this Agreement;

(c) after Installation of the Licensed Programs and Licensed Utilities including any revisions or additions to the Licensed Programs or the Licensed Utilities provided by Licensor pursuant to Exhibit C hereof on the Designated Equipment and written notice of the same, Licensor warrants that the Licensed Programs and Licensed Utilities and such revisions or additions thereto will be free from significant programming errors and from defects in workmanship and materials;

(d) Licensor has good title to the Licensed Programs, Licensed Utilities, and Licensed Materials and has the necessary rights, title and interest to grant the rights set forth in this Agreement to Licensee, free of any proprietary claims, liens, or conflicting claims of any third party;

(e) Licensor has no actual knowledge of any existing circumstances, event, contingency, plan, or other similar situation specific to Licensor that may threaten the initial or ongoing ability of Licensor to consummate and perform its obligations under this Agreement;

(f) qualified personnel of Licensor shall perform all Installation Services, Training Services, and Consulting Services in a professional manner, in accordance with industry standards. All components of the Licensed Programs and Licensed Utilities will be properly installed on the Designated Equipment, and all of the components of the Licensed Programs and Licensed Utilities will be functionally operable under normal use and in accordance with the Licensed Materials supplied therewith and the Functionality Acceptance Criteria with respect to the Licensed Programs and Licensed Utilities and any update, upgrade, or new release of the same provided by Licensor; and

(g) all functions of the Licensed Programs set forth in the Functionality Acceptance Criteria shall be present and functional at the time of Acceptance,

and the Licensed Programs and Licensed Utilities do not contain any disabling viruses or any logic that disables features at a certain date.

Licensee shall report to Licensor in writing, any failure of the Licensed Programs and Licensed Utilities to comply with the foregoing warranty. As Licensee's sole remedy for any noncompliance of this warranty, Licensor shall repair, correct, or replace (at its option and cost) the nonconforming Licensed Programs, Licensed Utilities and Licensed Materials.

The foregoing warranty shall not apply to, and Licensor shall have no liability arising from:

(a) defects resulting from improper or inadequate use, storage, or maintenance by Licensee;

(b) the combination of all or part of the Licensed Programs and Licensed Utilities with any other product or part not furnished by Licensor to Licensee, except with respect to Commercial Desktop Applications and Commercial Client Server Applications identified in Exhibit B or as otherwise approved by Licensor from time to time,;

(c) unauthorized modification or misuse and/or operation outside of the functionality described in the Licensed Materials applicable to the Licensed Programs and Licensed Utilities;

(d) the gross negligence or willful misconduct of Licensee or its employees or agents.

Subsection 5.02 of the Support Services Agreement provides for a continuation of Licensor's Express Warranty which becomes effective ninety (90) days after Installation of the Licensed Programs and Licensed Utilities on the designated Equipment and written notice of the same.

6.04 Exclusive Remedies: SUBSECTION 6.03 STATES LICENSOR'S SOLE RESPONSIBILITY AND LICENSEE'S EXCLUSIVE REMEDY WITH RESPECT TO ANY FAILURE OF THE LICENSED PROGRAMS AND LICENSED UTILITIES TO COMPLY WITH THE WARRANTIES SET FORTH IN SUBSECTION 6.03. THE WARRANTY AND REMEDIES STATED IN SUBSECTION 6.03 ARE IN LIEU OF ALL OTHER LIABILITIES OR OBLIGATIONS OF LICENSOR FOR DAMAGES INCLUDING, BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE USE OR PERFORMANCE OF THE LICENSED PROGRAMS AND LICENSED UTILITIES. LICENSOR SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY OR ANY FAILURE OF THE LICENSED PROGRAMS AND LICENSED UTILITIES TO COMPLY WITH THE WARRANTIES SET FORTH IN SUBSECTION 6.03 EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY LOSS OF DATA, OR LOST PROFITS. IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY ACTUAL DAMAGES IN AN AMOUNT THAT EXCEEDS THE LICENSE FEES PAID BY LICENSEE FOR THE LICENSED PROGRAMS AND THE

LICENSED UTILITIES UNDER THIS AGREEMENT PER SUBSECTION 4.01 AND 4.02 OF THIS AGREEMENT.

SECTION 7
PROPRIETARY RIGHTS, DISCLOSURE

7.01 Client Confidentiality: Licensor acknowledges that all of Licensee's client-related data is protected by federal and state confidentiality laws and regulations. Licensor shall hold all client-related data in strict confidence and shall not release to a third party any client-related data without the written consent of Licensee or proper legal process. Access of any client related data by Licensor's employees shall be limited to a "need to know" and Licensor shall keep complete and accurate records of all such access by its employees. At the request of Licensee, Licensor shall provide to Licensee the names of Licensor's employees who have or had access to client-related data along with the dates and times of such access. Licensor shall use client-related data for the sole purposes outlined in this Agreement and if client data is in its physical location, shall return or destroy client data upon the completion of the services performed under this Agreement. Licensor shall not copy, reproduce client-related data except as required to perform the services under this Agreement and Licensor shall not retain client-related data beyond the time required to perform the services under this Agreement. Licensor shall notify Licensee in writing within five (5) business days of receipt of any subpoenas, court orders and/or other requests to disclose client-related data. Licensee may at its sole cost and expense contest or defend any court actions related to the disclosure of client-related data and Licensor shall have no duty to do so.

7.02 Licensor's Proprietary Rights, Inventions, Improvements: Licensor claims and reserves to itself all rights and benefits afforded under U.S. copyright law and all international copyright conventions in the Licensed Programs and Licensed Utilities and related Licensed Materials as restricted, unpublished works. Licensee agrees that all rights, title and interest in and to the Licensed Programs and Licensed Utilities and Licensed Materials and all improvements and inventions (collectively, "Improvements") made in respect to the Licensed Programs and Licensed Utilities and Licensed Materials made by Licensor and all Third Parties identified in Exhibit A of this Agreement are the sole and exclusive property of Licensor and the Third Parties. This Section 7.02 is in effect whether or not Licensor and Third Parties identified in Exhibit A of this Agreement hold a patent or copyright. Licensee acknowledges and agrees that it shall acquire no right, title or interest in the Licensed Programs and Licensed Utilities and related Licensed Materials by virtue of this Agreement or otherwise.

7.03 Disclosure: Licensor and Licensee acknowledge that each party is in possession of valuable trade secrets and confidential information. As such, Licensor and Licensee agree as follows:

(a) except as expressly provided in this Agreement, neither party, without the prior written consent of the other, shall disclose to any third party (i) any information regarding the terms of this Agreement or exchanged in connection with the negotiation of this Agreement or regarding the transactions contemplated hereby, or (ii) any information regarding the actual or anticipated business or

technology of the other party, in either case to the extent disclosed by the other party in connection with the transactions contemplated hereby or the performance by the other party of such party's obligations hereunder, including information regarding or which includes clients, customers, business practices, business prospects, financial condition, pricing policies, processes, technical data or specifications, source code (including all software design, architecture and processes), information obtained by disassembling, decompiling or reverse engineering hardware or software, or any other proprietary information (collectively, the "Proprietary Information");

(b) notwithstanding the foregoing, each party may (i) disclose the Proprietary Information of the other party to such party's employees, directors, advisers, consultants, and representatives with a "need to know" and who agree to be, or are otherwise required to be, subject to the confidentiality restrictions of this Section 7, (ii) disclose all or such portion of the Proprietary Information of the other party as such party shall be ordered to disclose to a judicial or administrative agency of competent jurisdiction, provided that such party shall give the original disclosing party reasonable notice of such order and a timely opportunity to attempt to preclude or limit such production, (iii) disclose the terms of this Agreement to the extent necessary to comply with any applicable securities laws, and (iv) disclose the existence, general terms and the length of term of this Agreement to such party's current and prospective business partners and investors;

(c) the obligations in this Section 7 shall not apply to any information disclosed by either party to the other party hereunder to the extent that, and after such time as, such information (i) becomes publicly available other than by a breach of this Agreement, (ii) is rightfully received by the non-disclosing party from a third party who is not under an obligation of confidentiality with respect thereto, (iii) can be demonstrated to have been independently developed by the non-disclosing party without access to or use of any of the Proprietary Information of the other party, or (iv) is known to the non-disclosing party at the time of disclosure, provided that the non-disclosing party shall have

promptly delivered to the other party written notice of such prior knowledge;

(d) each party agrees (except to the extent that such party has rights to such Proprietary Information in accordance with this Agreement) to (i) cease using the Proprietary Information of the other party upon the expiration or termination of this Agreement and (ii) promptly return to the other party all materials embodying the Proprietary Information of the other party upon the expiration or termination of this Agreement and, at any time prior thereto, promptly upon written request of the other party (except to the extent the non-disclosing party has rights to such Proprietary Information in accordance with this Agreement); and

(e) each party shall ensure that its staff and agents respect the obligations of such party under this Section 7.

7.04 Specific Enforcement: The parties acknowledge that any breach of their obligations under this Section 7 would constitute a material breach of this Agreement for which there is no adequate remedy at law. Accordingly, the parties agree that, upon any such breach of this Section 7, the non-breaching party shall be entitled to injunctive and other equitable relief, in addition to such remedies as may be available at law.

7.05 Ownership. All Proprietary Information shall remain the property of the disclosing party, subject to the rights set forth in this Agreement.

7.06 Notices: Each party agrees to maintain, produce, and include all proprietary and/or trade secret notices or legends provided by the other on any copies of the other's Proprietary Information made by that party.

7.07 Maintenance of Patent, Copyright and Trademark Protection: Licensee shall respect, and shall not remove, any of Licensor's patent, trademark, copyright or other proprietary notices appearing on any container or display of the Licensed Programs and Licensed Utilities, including Licensed Materials related thereto. Failure by Licensee to observe the foregoing requirements constitutes a material breach of this Agreement.

SECTION 8
SOURCE CODE ESCROW

8.01 Licensed Programs Source Code: Licensor has placed the source code of those Licensed Programs and related Licensed Materials, which are solely owned by Licensor as detailed in Exhibit A in escrow with Data Securities International, Inc. ("DSI"), an escrow agent, and has signed a Deposit Agreement with DSI effective the 31st Day of October 1990. Licensor shall enroll Licensee as a Subscribed Licensee to the Deposit Agreement. Licensor shall forward to Licensee, at Licensee's request, verification on an annual basis that a Deposit

Agreement has been renewed by Licensor with DSI, that Licensee has been registered as a Subscribed Licensee and that Licensor is submitting source code revisions to DSI in a timely manner.

If, at any time hereafter, Licensor shall:

(a) cease to provide support for the Licensed Programs for reasons other than Licensee's non-compliance with contractual clauses; or

(b) apply for the appointment of a trustee or receiver for any part of its assets, make an assignment for the benefit of creditors, commence any proceedings relating to it under any Chapter 7 bankruptcy proceeding, dissolution or other liquidation law of any jurisdiction, or any such application is filed, or any such proceedings are commenced against Licensor and Licensor indicates its approval, consent or acquiescence, or an order is entered appointing such trustee or receiver, or adjudicating Licensor bankrupt under a Chapter 7 proceeding, or approving the petition in any such proceedings, or any order is entered in any proceedings against Licensor decreeing the dissolution or division of Licensor or its assets, or any material part of the operations of Licensor shall cease;

then Licensor, Licensor's trustee in bankruptcy, or a directive from a court of competent jurisdiction, shall notify DSI by certified mail, with a copy of the notice to Licensee, to deliver a copy of the Licensed Programs source code to Licensee. Licensee may use, copy, modify and make derivative works based upon such source code and related documentation only as reasonably required for Licensee's internal use and permitted purpose of the Licensed Programs in accordance with this Agreement. Licensee shall pay a registration fee of $500 upon contract signature, and $250 at the beginning of each calendar year, to Licensor for this service.

SECTION 9
TERM AND TERMINATION

9.01 <u>Termination by Licensee Prior to Installation</u>: Licensee may terminate this Agreement by written notice to Licensor at any time prior to Installation of Licensed Programs and Licensed Utilities. If Licensee issues written notice of termination under these circumstances, Licensor shall retain, as a cancellation fee, the consideration paid under Section 4.01(a) and 4.02 (a) of this Agreement.

9.02 <u>Termination by Licensee Due to Failure of Acceptance Testing:</u> In the event of Failure of Acceptance Testing, Licensee may terminate this Agreement as detailed in Section 5.04 and Section 5.06 of the General Agreement.

9.03 Termination by Licensee After Acceptance: Licensee may terminate this Agreement without cause at any time after Acceptance of the Licensed Programs upon written notice to Licensor, specifying a termination date no earlier than thirty (30) days from the date of such written notice. Upon such termination, Licensee shall remain liable for any accrued but unpaid fees relating to Licensed Programs, Licensed Utilities, Installation Services, Training Services, Consulting Services, and Support Services, but shall incur no further payment obligations under this Agreement. In the event Licensor ceases its business operations, then Licensee may, at its sole discretion, immediately terminate this Agreement upon giving written notice of termination to Licensor.

9.04 Termination by Licensor: Failure by Licensee to make payment of any undisputed invoice past due more than sixty (60) days shall constitute default of this General Agreement. Upon such default, Licensor, at its sole discretion, may terminate this General Agreement after delivery of written notice to Licensee and without further obligations or liability. Failure to pay may result, at the option of the Licensor, in suspension of Installation, Training, Consulting and/or Support Services, or at a minimum, the application of a late charge of five percent (5%) per month for each month that payment is not received.

In addition, Licensor may terminate this Agreement in the event of a default by Licensee in the performance of any material obligation under this Agreement or a material breach by Licensee of any provision of this Agreement that is not cured within thirty (30) days after delivery of written notice by Licensor. If Licensee fails to cure such default or breach, Licensor may terminate this Agreement by delivering a written notice to Licensee specifying a termination date no earlier than thirty (30) days from the date of such written notice.

In the event Licensee ceases its business operations, then Licensor may, at its sole discretion, immediately terminate this Agreement upon giving written notice of termination to Licensee.

9.05 Return of Software: Within ten (10) days after the termination of this Agreement, Licensee shall either (i) return to Licensor all copies of the Licensed Programs, Licensed Utilities and all related Licensed Materials in Licensee's possession or under its control, or (ii) destroy all copies of the Licensed Programs and Licensed Utilities and related Licensed Materials and provide a sworn affidavit to Licensor to the effect that all such items have been destroyed, to the best of Licensee's knowledge and through its best efforts. Except to the extent Licensee is entitled to reimbursement from Licensor pursuant to Section 5.04 or 5.06, all unpaid or accrued License fees and payments provided in Section 4 of this Agreement shall be immediately due and payable upon such termination.

9.06 Survival: Sections 4, 6, 7 and 9 of this Agreement shall survive the termination of this Agreement or any License under this Agreement.

SECTION 10
GENERAL TERMS AND CONDITIONS

10.01 Amendment and Waiver: The parties may amend this Agreement (including the Exhibits attached hereto) only upon the written consent of both Licensor and Licensee. A waiver of any provision of this Agreement is effective only if evidenced by a writing signed by the party against whom the waiver is sought to be enforced. The waiver of any provision of this

Agreement does not constitute the waiver of any other provision or a subsequent waiver of that provision.

10.02 Force Majeure: Neither party to this Agreement shall be responsible, nor shall it be held liable to the other, for any non-performance or delay in performance of its obligations under any term or provision of this Agreement directly or indirectly resulting from any cause or circumstance beyond its control, (including, by way of example, war, strike, riot, or natural disaster) or failure of the other party hereto to fulfill any of its obligations hereunder, provided, that a party's inability to perform due to its own financial difficulties or general economic conditions shall not constitute an excuse for such non-performance or delay in performance by such party.

10.03 Notices: Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given (a) the following business day after having been timely sent by reputable overnight courier service for priority, next day delivery, or (b) upon confirmation of receipt by the recipient after having been sent by electronic mail or fax, in each case to the applicable party's street address, e-mail address, or fax number as set forth below (as the same may be amended by such party upon written notice to the other), or by such other means as the parties may hereafter agree in writing:

Licensee:
Street:
City, State, Zip:
Attn:
Phone:
Fax:
E-mail:

Licensor:

Street:	540 N. Tamiami Trail
City, State, Zip:	Sarasota, Florida 34236
Attn:	May Ahdab, Ph.D., President & CEO
Phone:	941-954-3403, ext. 224
Fax:	941-954-2033
E-mail:	may@unicaresys.com

10.04 Choices of Law: This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida.

10.05 Initial Dispute Resolution: At the written request of either party, the parties will attempt to resolve any dispute arising through the informal means described in this section 10.05. Each party will appoint a senior management representative who does not devote substantially all of his or her time to performance under this Agreement. The representatives will furnish to each other all non-privileged information with respect to the dispute that the parties believe to be appropriate and germane. The representatives will negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. Formal proceedings for the resolution of the dispute may not be commenced until: (i) the designated representatives conclude that resolution through continued negotiation does not appear likely; or (ii) sixty (60) working days after the initial request to negotiate the dispute.

While any such dispute is unresolved, the parties shall, without delay, continue to perform their respective obligations under this Agreement. The parties further agree to use their best efforts in a good faith attempt to resolve said disputes on a timely basis. If the parties fail to resolve the dispute within sixty (60) working days of the initial written notification, then each party may assert its rights and remedies as provided under this Agreement.

10.06 Arbitration: In the event the parties fail to resolve a dispute pursuant to the Initial Dispute Resolution procedures set forth in Section 10.05, said remaining controversy, dispute, or claim arising out of or relating to this Agreement, or any waiver or amendment, or any breach hereof, shall be settled by arbitration to be held in Sarasota, Florida. The arbitration shall be conducted in accordance with the rules and procedures then in force of the American Arbitration Association. The parties shall by agreement select one (1) arbitrator who is impartial, experienced and knowledgeable of the following: not-for-profit organization, computer technology and human service providers. In the event the parties are unable to agree, the American Arbitration Association shall select an arbitrator having the above described qualifications. The expenses and fees of any such arbitration proceedings shall be borne equally by the parties; provided that each party shall bear the costs of its own counsel. The parties hereto agree to abide by all awards and decisions rendered in arbitration proceedings, and all such awards and decisions may be filed by the prevailing party with any court having jurisdiction over person or property of the other party as a basis for judgment and the issuance of executions thereon. Service of a petition to confirm the arbitration award may be made by First Class mail or by commercial express mail, to the attorney for the party or, if unrepresented, to the party at its last known business address.

10.07 Limitation of Actions: No proceeding, regardless of form, arising out of or related to the Agreement may be brought by either party more than one (1) year after the accrual of the cause of action, except that (i) proceedings related to violation of a party's proprietary rights or any duty to protect Confidential Information may be brought at any time within the applicable statute of limitations, and (ii) proceedings for non-payment may be brought up to two (2) years after the date the last payment was due.

10.08 Complete Agreement: This Agreement (including all of the Exhibits attached hereto) contains the final, complete and exclusive expression of the understanding between the parties with respect to the transactions contemplated by this Agreement and supersedes any prior or contemporaneous agreement or representation, oral or written, by either of them. No course of prior dealings between the parties and no custom of usage of trade or course of performance rendered under this Agreement is relevant to supplement or explain any term used in this Agreement.

10.09 Form and Execution of Agreement: The titles and headings preceding the text of the sections and subsections of this Agreement have been inserted solely for convenience of reference and do not constitute a part of this Agreement or affect its meaning, interpretation or effect. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unreasonable, the remainder of the provisions of this Agreement shall remain in full force and effect. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

10.10 Assignment; Binding Effect: Either party may assign this Agreement in whole as part of a corporate reorganization, consolidation, merger, or sale of substantially all of

its assets, provided that any survivor or successor thereupon assumes the obligations and liabilities of such party under this Agreement. Neither party may otherwise assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party, which shall not be unreasonably withheld, and any attempted assignment or delegation without such consent will be void. This Agreement is binding on, and inures to the benefit of, the parties and their successors, legal representatives, and permitted assignees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

UNI/CARE SYSTEMS, INC. ("Licensor")

By: _____
MAY AHDAB, Ph.D
PRESIDENT & CEO

Witness: _____

CUSTOMER NAME, INC. ("Licensee")

By: _____

Its: _____

Witness: _____

EXHIBIT A

LICENSE END-USER AGREEMENT

The Licensed Programs, Licensed Utilities and Licensed Materials are derived from proprietary software of either Licensor or other Third-Party vendors as distinguished by the ownership designation set forth below. Licensor, the Designated Equipment manufacturer or the other Third-Party vendors retain ownership of their respective Licensed Programs, Licensed Utilities and Licensed Materials. The proprietary rights of Licensor, the Designated Equipment manufacturer or the other Third Party vendors set forth in Section 7 of the General Agreement, are incorporated herein by reference.

LICENSED PROGRAMS	LICENSOR OWNERSHIP
Basic Management	UNI/CARE Systems, Inc.
Billing & Receivables	UNI/CARE Systems, Inc.
Clinical Care	UNI/CARE Systems, Inc.
Scheduling	UNI/CARE Systems, Inc.
Census	UNI/CARE Systems, Inc.
Referral Development	UNI/CARE Systems, Inc.
Managed Care	UNI/CARE Systems, Inc.
Network Development	UNI/CARE Systems, Inc.
Claims Processing	UNI/CARE Systems, Inc.
Clinical Orders	UNI/CARE Systems, Inc.
Outcomes Management	UNI/CARE Systems, Inc.
Quality Management (QM)	UNI/CARE Systems, Inc.
Family Care	UNI/CARE Systems, Inc.

LICENSED UTILITIES	LICENSOR OWNERSHIP
Data Dictionary	UNI/CARE Systems, Inc.
HTML Forms Development Tool	Microsoft Corporation UNI/CARE Systems, Inc.
DSM-IV Codes	American Psychiatric Association
AVIATOR (TM)	UNI/CARE Systems, Inc.

EXHIBIT B

APPROVED DESIGNATED EQUIPMENT

Attached hereto is documentation concerning the approved Designated Equipment and additional information concerning various hardware and software being used at Licensee's offices. No later than Installation, the parties will insert the CPU model and serial numbers called for below.

Licensee agrees to install the Licensed Programs and Licensed Utilities solely on the multiple CPU(s) designated as:

Model No._____ Serial No._____

Model No._____ Serial No. _____

Model No._____ Serial No._____

and to copy Licensed Programs and Licensed Utilities for use only on such CPU(s). Such CPU(s) are located at:

Address, City, State Zip

Licensee may also use the Licensed Programs and Licensed Utilities on another CPU in the event that:

(a) one of the existing CPU(s) is temporarily unavailable; or

(b) one of the existing CPU(s) is permanently replaced with another CPU; provided that Licensee notifies Licensor in writing of the model number, serial number and location of the new CPU and certifies in writing that the CPU is a replacement CPU.

Licensor agrees that Licensee may use the Licensed Programs and Licensed Utilities on all printers, monitors, modems, and related networking equipment associated with the CPU(s) (collectively, with the CPU(s), the "Designated Equipment").

EXHIBIT C

SUPPORT SERVICES AGREEMENT

This Support Services Agreement made and entered into this _____ day of Month 2005, by Customer Name, a State corporation, with principal offices located at Address, City, State Zip (hereinafter "Licensee") and UNI/CARE Systems, Inc., a duly licensed Corporation incorporated pursuant to the laws of the State of Florida, with principal offices located at 540 N. Tamiami Trail, Sarasota, FL 34236 (hereinafter "Licensor"). Capitalized terms used but not defined herein have the same meanings assigned to such terms in the General Agreement between Licensee and Licensor.

SECTION 1
LICENSED PROGRAMS UNDER SUPPORT AND CHARGES

1.01 Covered Programs and Utilities: The following Licensed Programs and Licensed Utilities are covered under this Support Services Agreement. Licensee shall pay the monthly fees set forth below commencing ninety (90) days after Installation of the Licensed Programs and Licensed Utilities.

LICENSED PROGRAMS AND UTILITIES (__ Users)	FEES/ MONTH
Basic Management	
Billing & Receivables	
Clinical Care	
Scheduling	
Census	
Referral Development	
Managed Care	
Network Development	
Claims Processing	
Clinical Orders	
Outcomes Management	
Quality Management	
Family Care	
Data Dictionary	
HTML Form Development Tool	

AVIATOR	
TOTAL:	**$ 0.00**

NOTE: All telephone communication expenses associated with providing services to the Licensee will be added on a per call basis.

Licensor agrees to provide and Licensee agrees to accept the Support Services for the Licensed Programs and Licensed Utilities listed above at the monthly fees indicated, which fees shall accrue from and after ninety (90) days after Installation.

SECTION 2
TERMS AND RENEWAL

2.01 Terms: This Agreement is effective from and after the date of execution of the General Agreement (the "Execution Date") and shall remain in full force and effect for the remainder of the calendar year of such Execution Date. From the Execution Date until ninety (90) days after Installation, Licensor shall provide the Support Services at no cost to Licensee. Licensee will begin paying the monthly fees set forth in Section 1.01 ninety (90) calendar days after Installation.

2.02 Renewal: This Agreement shall be renewed for additional one-year periods at the end of each calendar year thereafter unless Licensee provides Licensor with notice not to renew this Support Services Agreement no later than thirty (30) days prior to the expiration of the initial or any renewal term hereof.

2.03 Payment Terms: Beginning ninety (90) calendar days after Installation, Licensor shall invoice Licensee the monthly fees as stated herein for Support Services. Licensee agrees to pay the invoiced fees for these services at the rates established hereto. The fees for services are prorated on the first of the month and shall be payable within thirty (30) days after receipt by Licensee of a duly executed invoice. Licensor shall provide Licensee at least thirty (30) days written notice prior to the renewal date of this Support Services Agreement of any proposed increase in monthly fees for Support Services. Yearly increases in monthly fees will not exceed five percent (5%) per year.

SECTION 3
SCOPE OF SERVICES

3.01 Support Staff: The Support Services offered by Licensor will be provided by a team of Licensor's employees who staff the Licensor's Support Center. Support staff are available during Licensor normal business hours (8:00 a.m. to 6:00 p.m. EST) Monday through Friday. An on-call system is also offered for emergencies after hours on all days and at all times outside Licensor's normal business hours.

3.02 Support Services: The following is a list of services ("Basic Support Services") offered under the Support Services Agreement at no additional fees to Licensee, provided Licensee pays the agreed upon monthly Support Services fees:

(a) processing and resolution of reported Licensed Programs and Licensed Utilities malfunctions;

(b) written notification of the availability of software updates and/or new releases to Licensee and the forwarding to Licensee of such updates or new releases during the term of the Support Services Agreement period;

(c) installation via telephone communication or assisting in the installation of updates or new releases at the Licensee's site;

(d) answers to questions on current release software. Licensor will not correct problems with non-current revisions of installed software if Licensee has not installed current release software within three (3) months after the forwarding of the current release to Licensee;

(e) telephone software consulting services which enable Licensee to ask questions regarding specific problems encountered, or to seek advice on the general use of Licensor's Licensed Programs, Licensed Utilities and Licensed Materials; and

(f) programming and modifications/updates of billing components as required by Third Party payers. Also, Client Specific Admission, Discharge and Units of Services State and County Mandated Reports that require the ability to maintain a history of what was submitted in order for the site to report any additions, changes, or deletions as required by the state or county.

Telephone support services are provided as needed by Licensee under the Support Services Agreement. Licensor will use its best efforts to answer telephone calls from Licensee during normal business hours within the same business day, and to answer telephone calls (or respond to pages) from Licensee outside normal business hours within the next business day. When appropriate, Licensor and Licensee may also communicate with each other via e-mail with regard to Support Services. Licensor will use its best efforts to provide substantive responses to e-mails received from Licensee during normal business hours within the same business day. Licensor will use its best efforts to provide substantive responses to e-mails received from Licensee outside normal business hours by the end of the next business day.

Licensee may request additional customized assistance outside the scope of the Basic Support

Services. In this context, Licensor will provide the requested services on a time and materials basis and Licensee will be charged at the negotiated current rate per hour, plus travel and per diem expenses if on-site consulting is required. All travel and per diem expenses associated with on-site consulting, as well as the number of hours required for each occurrence will require a detailed budget from Licensor and prior written approval by an appropriate Officer of Licensee. Certain negotiated rates for additional services are set forth in Exhibit G to the General Agreement.

3.03 Performance Standards: If any of the Licensed Programs or Licensed Utilities fails to conform to the specifications set forth in the Licensed Materials or the Functionality Acceptance Criteria, Licensor agrees to respond according to the following priority schedule:

Priority Level	Priority Level Definition	Required Response
CRITICAL	A problem preventing Users from reasonably continuing work with the Licensed Programs and/or Licensed Utilities	Licensor will begin work on the problem within four (4) hours of notification and continue until an acceptable resolution is achieved
URGENT	Features of the Licensed Programs and/or Licensed Utilities are needed for performing daily functions and no work around is available	Licensor will begin work on the problem within eight (8) hours of notification and continue until an acceptable resolution is achieved
IMPORTANT	Important features of the Licensed Programs and/or Licensed Utilities are needed and no work around is available	Licensor will begin work on the problem within twenty four (24) hours of notification and continue until an acceptable resolution is achieved
NEEDED	Needed features of the Licensed Programs and/or Licensed Utilities are needed and no work around is available	Licensor will begin work on the problem within seventy-two (72) hours of notification and continue until an acceptable resolution is achieved
DESIRABLE	Users have questions about potential enhancements to performance of the Licensed Programs and/or Licensed Utilities (other than normal questions that are handled under the Support Services Agreement)	Licensor will respond as soon as practicable but in no event later than two (2) weeks after notification

3.04 Licensee's Responsibilities: In order to receive support services under the Support Services Agreement, Licensee is expected to perform the following:

(a) be licensed for all Licensed Programs and Licensed Utilities for which Support Services are requested;

(b) maintain the system at current releases and load and test new revisions within three (3) months of release date;

(c) maintain the Operating System and Designated Approved Equipment at releases supported by the Operating System and Equipment manufacturer;

(d) have documentation of reported malfunction available to Licensor staff for telephone and/or on-site consulting;

(d) notify Licensor immediately in the event of Licensed Programs and Licensed Utilities malfunctions;

(e) perform reasonable tests within an agreed upon timetable upon the request of Licensor Support Staff;

(f) provide, if required, Licensor with suitable data to investigate Licensee reported questions and problems;

(g) provide access to a dedicated data communications line and associated communications devices to enable Licensor to employ data communications, diagnostic, support and repair services. This communication link shall be readily available to Licensor at all times;

(h) maintain daily backups of all data files and directories;

(i) provide the necessary training to its new employees. Each new employee utilizing the Licensed Programs must be provided a certificate of training, either by Licensee or Licensor; and

(j) employ technical staff that can provide Industry Standard Network System Management.

SECTION 4
EXCLUSIONS

4.01 **Exclusions:** Licensor reserves the right to exclude from Support Services coverage any Licensed Programs and Licensed Utilities malfunctions that result from the following:

(a) improper or inadequate use, storage, or

maintenance by Licensee;

(b) the combination of all or part of the Licensed Programs and Licensed Utilities with any other product or part not furnished by Licensor to Licensee, except with respect to Commercial Desktop Applications and Commercial Client Server Applications identified in Exhibit B or as otherwise approved by Licensor from time to time;

(c) unauthorized modification or misuse, operation outside of the Functionality Acceptance Criteria applicable to the Licensed Programs and Licensed Utilities;

(d) the gross negligence or willful misconduct of Licensee or its employees or agents;

(e) operation outside of the environmental specifications for the Designated Equipment, as published by the Designated Equipment manufacturer;

(f) improper Designated Equipment site preparation and maintenance, as published by the Designated Equipment manufacturer;

(g) lack of training of Licensee's new employees; and

(h) inadequate backup and/or Network System Management by Licensee.

SECTION 5
LIMITATIONS OF LIABILITY AND WARRANTY

Refer to Section 6 of the General Agreement.

SECTION 6
TERMINATION

6.01 **Termination:** Licensee may terminate this Support Services Agreement at any time after Acceptance of the Licensed Programs upon written notice to Licensor, specifying a termination date no earlier than thirty (30) days from the date of such written notice. In addition, in the event of a default in the performance of any obligation under this Agreement or a breach of any provision of this Agreement that is not cured within thirty (30) days after delivery of written notice by the aggrieved party, an aggrieved party to this Agreement may, in addition to other remedies set forth herein, terminate this Agreement by delivery of written notice to the other party. The written notice shall specify a termination date no earlier than thirty (30) days

from the date of such written notice. In the event either party ceases its business operations, makes a general assignment for the benefit of creditors, is adjudged bankrupt, or becomes insolvent, then the other party may, at its sole discretion, immediately terminate this Agreement upon giving written notice of termination to the other party. In the event of termination pursuant to this Subsection 6.01, Licensee agrees to return all records, supplies and documentation, including the Licensed Programs and Licensed Utilities and Licensed Materials, belonging to Licensor as described in Subsection 6.02 of Exhibit C of the General Agreement.

6.02 Termination Due to Non-Payment: Failure by Licensee to make payment of any undisputed invoice past due more than sixty (60) days shall constitute default of this General Agreement. Upon such default, Licensor, at its sole discretion, may terminate this General Agreement after delivery of written notice to Licensee and without further obligations or liability. Failure to pay may result, at the option of the Licensor, in suspension of Installation, Training, Consulting and/or Support Services, or at a minimum, the application of a late charge of five percent (5%) per month for each month that payment is not received.

6.03 Return of Software: Within ten (10) days after the termination of this Agreement for any reason, Licensee shall either (i) return to Licensor all copies of the Licensed Programs and Licensed Utilities in Licensee's possession or under its control, and all related Licensed Materials, and Documentation in Licensee's possession or under its control, or (ii) destroy all copies and related materials and provide a sworn affidavit to Licensor to the effect that all such items have been destroyed, to the best of Licensee's knowledge and through its best efforts. All unpaid or accrued License fees and payments due to Licensor shall be immediately due and payable upon termination.

6.04 Survival: Sections 4, 6, 7 and 9 of the General Agreement shall survive the termination of this Agreement or any License under this Agreement.

SECTION 7
GENERAL TERMS AND CONDITIONS

Refer to Section 10 of the General Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

UNI/CARE SYSTEMS, INC. ("Licensor")

By: _____
MAY AHDAB, Ph.D
PRESIDENT

Witness: _____

CUSTOMER NAME, INC. ("Licensee")

By: _____

Its: _____

Witness: _____

EXHIBIT D

PRICE LIST

The prices listed below reflect the Fees for the Licensed Programs, Licensed Utilities, and Licensed Materials and the budgeted amounts for the initial Implementation Schedule, including all Installation Services, Training Services, and Consulting Services required to effectuate Licensee's migration from its current software system to the Licensed Programs and Licensed Utilities.

LICENSED PROGRAMS* (___ Users)	**QTY**	**PRICE**
Basic Management	1	
Billing & Receivables	1	
Clinical Care	1	
Scheduling	1	
Census	1	
Referral Development	1	
Managed Care	1	
Network Development	1	
Claims Processing	1	
Clinical Orders	1	
Outcomes Management	1	
Quality Management	1	
Family Care	1	
TOTAL:		**$ 0.00**

* Does not include conversion, interface or customized programming

LICENSED UTILITIES AND MANUALS (___ Users)	**QTY**	**PRICE**
AVIATOR	1	

Data Dictionary	1	
HTLM Form Development Tool	1	
DSM-IV Codes	1	
UNI/CARE Manual Set	1	
TOTAL:		**$ 0.00**

INSTALLATION SERVICES	**QTY**	**PRICE**
Programs Installation	1	
TOTAL:		**$0.00**

SERVICES	**CONSULTING**		**TRAINING**		**TOTAL**
	DAYS	**PRICE**	**DAYS**	**PRICE**	
Implementation Services					
Basic Management					
Billing & Receivables-Tables					
Billing & Receivables					
Clinical Care					
Scheduling					
Census					
Referral Development					
Managed Care					
Network Development					
Claims Processing					
Clinical Orders					

Outcomes Management					
Quality Management					
Family Care					
HTML Forms Development Tool					
Report Writer					
System Administration					
AVIATOR					
TOTAL:					

Training may be delivered at Licensee's offices, Licensor offices or via Net-Meeting, as determined by Licensor and Licensee and recorded in the Implementation Plan. Training days are from 9:00am to 5:00pm with an hour break for lunch.
Installation, training and consulting charges do not include reasonable travel and per diem expenses. Licensor's current travel and per diem charges are as follows:

X	Airfare (coach):	Cost + 5% administrative fee
X	Lodging:	Cost + 5% administrative fee
X	Meals:	$15.00 per meal, 3 meals per day
X	Rental Car:	Cost + 5% administrative fee
X	Personal Vehicle Use:	$.405 per mile
X	Other Reasonable and Necessary Incidental Travel Expenses:	Cost + 5% administrative fee

Licensee shall reimburse Licensor for all travel and per diem expenses incurred by Licensor while performing installation, training and consulting services at Licensee facilities.

Installation, training and consulting charges as well as related travel and per-diem charges are valid for a period of twelve (12) months after execution of the General Agreement.

CONCURRENT NUMBER OF USERS UPGRADE FEES:

Number of users upgrade fees will be $2,000 per Licensed Program and per Licensed Utility, for a set of 8 Concurrent users, with a maintenance fee upgrade of $35 per Licensed Programs and per Licensed Utility. Licensor shall upgrade per set of 8 Concurrent users. Upgrades will apply to ALL the Licensed Programs and Licensed Utilities licensed by Licensee, at the time of the Upgrade. This upgrade pricing is effective for a period of one year from the date of execution of this General Agreement.

EXHIBIT E

FUNCTIONALITY ACCEPTANCE CRITERIA

The following are Functionality Acceptance Criteria specifically designed for Licensee in order to facilitate Functionality Acceptance Testing.

BASIC MANAGEMENT

Ability to:

- Admit client/patients in company(s)
- Pre-register and register clients/patients (demographic and financial)
- Capture family information
- Create an episode for care
- Admit client/patient in multiple cost centers
- Document services provided
- Discharge clients/patients
- Review history of care by episode
- Monitor required activities

BILLING & RECEIVABLES

Ability to:

- Document payer reimbursement requirements
- Review services to be billed
- Monitor payer reimbursement requirements
- Bill third party payers
- Process client/patient statements
- Process payments and adjustments
- Monitor aged receivables by payer and client/patient
- Review and query client/patient accounts

∃CLINICAL CARE

Ability to:

- Document clinical standards for care
- Document diagnostic information
- Structure clinical team
- Generate treatment plan: problem, goal, objective, intervention, services

- Perform treatment plan reviews, as required
- Review multi-disciplinary treatment plans
- Monitor required activities

SCHEDULING

Ability to:

- Document location schedule
- Document provider schedule by location
- Schedule provider and co-providers
- Inquire on provider, co-provider schedule
- Schedule client/patient sessions
- Schedule groups sessions
- Schedule blocks of time for special services
- Inquire on clients sessions
- Document no-shows/cancellations
- Monitor required activities

CENSUS MANAGEMENT

Ability to:

- Admit a patient to a Unit/Room/Bed
- Transfer a patient to a different Unit or bed or room
- Discharge a patient
- Schedule an admission/discharge or leave of absence
- Produce per diem charges based on daily census
- Transfer per diem charges to for the purpose of billing
- Monitor length of stay
- Monitor required activities.

REFERRAL DEVELOPMENT

Ability to:

- Document referral network
- Document incoming referrals by referral organization and referral contact
- Document needs /problems by referral agency and geographical location
- Document internal and external referrals
- Document disposition outcomes and follow-up
- Monitor required activities

MANAGED CARE

- Document payer contracts
- Structure payer contracts by groups, plans, benefits type, coverage and exceptions
- Document negotiated fees per payer contract
- Document requests for authorization
- Document authorizations per client/payer
- Print authorization mailers and denials
- Monitor authorized versus used buckets
- Monitor required activities.

NETWORK DEVELOPMENT

Ability to:

- Document provider network contracts and documentation requirements
- Within each network, structure organizations by geographical location, type of benefits and organizational performance
- Within each organization, structure providers by areas of expertise, credentials and performance
- Search for providers based on pre-defined criteria
- Document negotiated fees per organization and provider class
- Produce management reports.

CLAIMS PROCESSING

Ability to:

- Receive claims from organizations for services authorized
- Process claims by payor, payor types, organization and provider
- Validate claims processed
- Print vouchers, explanation of benefits
- Produce encounter data reports for specific payors.
- Pay claims based on provider organization specific contract or standard rate tables.
- Produce management reports.

CLINICAL ORDERS

Ability to:

- View, record, and track medication prescriptions.
- Conduct reviews and outcomes of orders.
- View, record, and track labs, tests, and procedures.
- Document and track dispensing of prescriptions and medications
- View, record, and track basic client pharmacy information

- Create tickler files aimed at monitoring review of orders
- View, record, and track allergy information.
- View history of medication and ancillary orders

OUTCOMES

Ability to:

- View, complete, and review instruments and assessments on-line.
- Add custom forms
- Create tickler files aimed at monitoring review of outcome instruments.
- Monitor pre-defined outcomes studies.
- Specify and track instrument category and type.
- Create custom table entries to measure outcomes on instruments and treatment plans.
- Link End-User Assessments to Clients, Providers, and Company Locations.

QUALITY MANAGEMENT

Ability to:

- Document quality issues specifically related to clients, cost centers, providers and agencies
- Assign to selected staff for research
- Document follow-up requirements
- Develop action plan
- Track and monitor compliance with follow-up timetable
- Document solution
- Forward reports through e-mail

FAMILY CARE

Ability to:

- Track family client information
- Display family members linking
- Track agency and non-agency workers associated with client
- Track movement through foster care homes
- Track level of care rates
- Monitor initial adoption criteria
- Enter services
- Monitor compliance requirements
- Gather pertinent information on foster and day care providers
- Monitor provider training and other requirements
- Monitor provider occupancy

- Track home certification
- Produce management reports

CONVERSION

If there is a conversion of data involved, Licensee has the option of:

- submitting all data to be converted to UNI/CARE in the requested format within two (2) months after contract signature; or
- not including the data conversion as part of the criteria for system acceptance.

EXHIBIT F

FUNCTIONALITY ACCEPTANCE CERTIFICATE

Licensee by the undersigned, does hereby certify that the Licensed Programs provided by Licensor pursuant to the General Agreement dated _____ meet the Functionality Acceptance Criteria as set forth in said General Agreement.

Based upon successful completion of Acceptance Testing, as provided in Section 5 of the General Agreement, Licensee tenders to Licensor the aggregate amount for the Licensed Programs as set forth in Section 4.01(c) and Exhibit D of the General Agreement.

This _____ day of _____, 200__.

CUSTOMER NAME, INC. ("Licensee")

By: _____

Its: _____

Witness: _____

EXHIBIT G

NEGOTIATED RATES

The following are charges for services that will be applied, if these services are requested by Licensee:

Conversion Charges*:

A.	Demographic and Insurance Data. No Service Details, No Episode Details	$ 5,000
B.	Demographic, Insurance and Balance Forward Data No Service Details, No Episode Details	$10,000
C.	Demographic, Insurance and Balance Forward Data Episode and Cost Center Details No Service Details	$15,000

* Prices subject to change based on the complexity of conversion data

Partition Charges:

Licensor charges $2,000 for creating a partition of the data base. This is a one time fee.

Interface/Customization Charges:

Licensor charges the following:

A.	Standard General Ledger Interface	$5,000
B.	Other Customization/Interfaces: - System Analysis: $175/hr - Programming: $125/hr	

Project Management Charges:

Licensor charges the following:

- Senior Implementation Consultant: $1,800/day
- Implementation Consultant: $1,500/day
- Senior Quality Management: $2,000/day

The above charges are valid for a period of twelve (12) months after execution of the General Agreement.

EXHIBIT H

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement between Licensor and Licensee establishes specific legal obligations regarding the terms of the relationship between Licensor and Licensee, as it relates to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and 45 C.F.R. Part 160 and Part 164, Subparts A and E, the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule");

WHEREAS, Licensor and the Licensee are parties to the Underlying Agreement pursuant to which Licensor provides certain computer software and related support services to the Licensee and, in connection with the provision of those support services, the Licensee discloses to Licensor certain Protected Health Information ("PHI") (as defined in 45 C.F.R. §164.501), that is subject to protection under HIPAA and the Privacy Rule;

WHEREAS, the Licensee is a "Covered Entity" as that term is defined in the Privacy Rule;

WHEREAS, Licensor, as a recipient of PHI from the Licensee, is a "Business Associate" as that term is defined in the Privacy Rule;

WHEREAS, pursuant to the Privacy Rule, all Business Associates of Covered Entities must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI; and

WHEREAS, the purpose of this Addendum is to comply with the requirements of the Privacy Rule, including, but not limited to, the Business Associate contract requirements at 45 C.F.R. §164.504(e).

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Definitions. Unless otherwise provided in this Addendum, capitalized terms have the same meanings as set forth in the Privacy Rule.

2. Services. The services to be provided by Licensor are identified in the General Agreement and its Exhibits.

SECTION 1
SCOPE OF USE AND DISCLOSURE

1.01 Contractual Obligations: Licensor shall be permitted to use and disclose PHI that is disclosed to it by the Licensee as necessary to perform its obligations under the Underlying Agreement.

1.02 Proper Management and Administration: Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, Licensor may:

(a) **Licensor's Use.** Use the PHI in its possession for its proper management and administration and to fulfill any legal responsibilities of Licensor;

(b) **Disclosure to Third Party.** Disclose the PHI in its possession to a third party for the purpose of Licensor's proper management and administration or to fulfill any legal responsibilities of Licensor; provided, however, that the disclosures are required by law or Licensor has received from the third party written assurances that:

∃ the information will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party; and

∃ the third party will notify the Licensor of any instances of which it becomes aware in which the confidentiality of the information has been breached.

SECTION 2
OBLIGATIONS OF LICENSOR

In connection with its use and disclosure of PHI, Licensor agrees to comply with the following standards:

2.01 Limited Disclosure: Use or further disclose PHI only as permitted or required by this Addendum or as required by law.

2.02 Safeguards: Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum;

2.03 **Mitigation:** To the extent practicable, mitigate any harmful effect that is known to Licensor of a use or disclosure of PHI by Licensor in violation of this Addendum.

2.04 **Report Unauthorized Disclosures:** Report to the Licensee any use or disclosure of PHI not provided for by this Addendum of which Licensor becomes aware.

2.05 **Agreements With Contractors:** Require contractors or agents to whom Licensor provides PHI to agree to the same restrictions and conditions that apply to Licensor pursuant to this Addendum.

2.06 **HHS Access:** Make available to the Secretary of Health and Human Services Licensor's internal practices, books and records relating to the use and disclosure of PHI for purposes of determining the Licensee's compliance with the Privacy Rule, subject to any applicable legal privileges.

2.07 **Accounting of Unauthorized Disclosures:** Upon notice by Licensee that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, but not for information created prior to April 14, 2003, Licensor shall make available to Licensee such information then currently in Licensor's possession, custody or control (including such information, if any, in the possession, custody or control of Licensor's subcontractors) that is required for Licensee to make the accounting required by 45 C.F.R. Section 164.528. Licensee shall reimburse Licensor for all time and costs incurred to comply with any such requests made under this section.

2.08 **Designated Record Set:** To the extent that Licensee does not already have in its possession the Consumer's PHI in a Designated Record Set, Licensor shall provide copies to Licensee of all or a portion of the PHI in the Designated Record Set then currently in Licensor's possession within a reasonable time after Licensee's request in order for Licensee to:

(a) make the PHI in the Designated Record Set available in accordance with 45 C.F.R. Part 164.524; and

(b) amend the PHI in the Designated Record Set in accordance with 45 C.F.R. Part 164.526. In the event an individual requests access to, or an amendment of, the PHI in a Designated Record Set, such request shall be the responsibility of Licensee. Licensee shall reimburse Licensor for all time and costs incurred to comply with any request made under this section.

2.09 **Compliance With Security Regulations:** No later than April 21, 2005,

Licensor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains or transmits on behalf of Licensee as required to comply with the HIPAA Security Regulation.

SECTION 3
OBLIGATIONS OF LICENSEE

Licensee agrees that it will comply with the following standards:

3.01 Notice of Privacy Practices: Has included, and will include, in the Licensee's Notice of Privacy Practices required by the Privacy Rule that the Licensee may disclose PHI for Health Care Operations purposes.

3.02 Consumer Permission: Has obtained, and will obtain, from Individuals, Authorizations and other permissions necessary or required by laws applicable to the Licensee, for Licensor and the Licensee to fulfill their obligations under the Underlying Agreement and this Addendum.

3.03 Restrictions on PHI: Will promptly notify Licensor in writing of any restrictions on the use and disclosure of PHI about Individuals that the Licensee has agreed to that may affect Licensor's ability to perform its obligations under the Underlying Agreement or this Addendum.

3.04 Notice of Revocation: Will promptly notify Licensor in writing of any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes or revocation may affect Licensor's ability to perform its obligations under the Underlying Agreement or this Addendum.

SECTION 4
TERMINATION

4.01 Termination for Breach: In the event that the Licensor materially breaches a material term of this Addendum, Licensee must provide Licensor with notice of the existence of the alleged material breach and afford Licensor an opportunity to cure the alleged material breach. In the event Licensor fails to cure the breach in a reasonable period of time to the satisfaction of the Licensee, the Licensee may terminate this Addendum.

4.02 Automatic Termination: This Addendum will automatically terminate upon the termination or expiration of the Underlying Agreement, except where otherwise agreed.

4.03 Effect of Termination:

(a) Termination of this Addendum will

result in termination of the Underlying Agreement.;

(b) Upon termination of this Addendum or the Underlying Agreement, Licensor will return or destroy all PHI received from the Licensee or created or received by Licensor on behalf of the Licensee that Licensor still maintains and retain no copies of such PHI; provided that if such return or destruction is not feasible as determined solely by Licensor, Licensor will continue to protect the PHI pursuant to the terms of this Addendum and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

(c) Licensee shall reimburse Licensor for all time and costs incurred as a result of identifying and destroying PHI as may be required under this section. Such reimbursement shall include, but not be limited to, the time and cost incurred in the erasure of any PHI embedded in Licensor's computer system or computer backup system.

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SECTION 5
GENERAL TERMS AND CONDITIONS

5.01 **Amendment:** Licensor and the Licensee agree to amend this Addendum from time to time as is necessary for the Licensee to comply with the requirements of the Privacy Rule.

5.02 **Survival:** The obligations of Licensor under section 6.C.(2) of this Addendum shall survive any termination of this Addendum.

5.03 **No Third Party Beneficiaries:** nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

5.04 **Indemnification Provision:** Each party will indemnify and hold harmless the other party to this Business Associate Agreement from and against any and all losses, liabilities, costs and other expenses incurred as a result, or arising directly or indirectly out of, or in connection with, any breach of any obligation on the part of the responsible party under this Business Associate Agreement.

5.05 **Entire Agreement:** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous or contemporaneous proposals, understandings, commitments or representations whatsoever oral or written. The parties may only modify or change the terms of this Agreement by a written document signed by duly authorized representatives of both parties.

5.06 **Governing Law; Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the state of Florida without regard to Florida's conflict of law principles. The parties agree that Florida shall be the sole proper venue regarding any dispute relating to or arising out of this Agreement.

I

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

UNI/CARE SYSTEMS, INC. ("Licensor")

By: _____
MAY AHDAB, Ph.D
PRESIDENT

Witness: _____

CUSTOMER NAME, INC. ("Licensee")

By: _____

Its: _____

Witness: _____

EXHIBIT I

IMPLEMENTATION SCHEDULE

Upon completion of the Implementation Schedule, Licensor and Licensee shall indicate the agreement to all of its provisions by signing the Implementation Schedule. Upon signing the Implementation Schedule, it shall be incorporated into, and made part of the General Agreement under this Exhibit I.

EXHIBIT J

INSTALLATION SERVICES, TRAINING SERVICES, AND CONSULTING SERVICES

In connection with the Implementation Schedule, Licensor shall provide the following implementation related services:

- **Installation Services**

  Licensor shall provide Installation of the Licensed Programs and Licensed Utilities on the Designated Equipment including set up, testing, and related services which are required to make the Licensed Programs and Licensed Utilities ready for use by Licensee ("Installation Services"). The fixed price for such Installation Services will be as set forth in Exhibit D (Price List).

- **Training Services**

  Licensor shall provide on-site training for Licensee's key personnel to prepare them to use the Licensed Programs and Licensed Utilities and to train their fellow staff members ("Training Services"). The number of days of Training Services included in the Agreement will be as set forth in Exhibit D (Price List). The Training Services will include system administration training, content training, training on conversion, interfaces and customized programs.

  The Training Services will include the Acceptance Criteria Functionality detailed in Exhibit D. Training by Licensor's professional training staff will occur at either Licensee's offices or Licensor's Florida training facility. Testing of the trainee's retention, as well as Acceptance of the Licensed Programs are included as integral parts of the training sessions.

  The fixed price (not including travel and per diem charges) for training of up to eight (8) users of each software module purchased by Licensee will be as set forth in Exhibit D (Price List). Additional training services will be available to Licensee at separately negotiated rates.

- **Consulting Services**

  Licensor shall provide Licensee with consulting services necessary to achieve a successful implementation. Consulting Services aim at the development of an understanding of Licensee's implementation strategy and a mapping of the Licensed programs functionality designed to support the strategy. Consulting Services include business process review, tables building, and on-site "go-live" support. The total number of days of Consulting Services included in the Agreement and the fixed price (not including travel and per diem charges) for such Consulting Services will be as set forth in Exhibit D (Price List). Additional consulting services not included in the Consulting Services (e.g., data
  conversion, data base partition, special projects) will be available to Licensee at separately negotiated rates, including those rates set forth in Exhibit G (Negotiated Rates).

APPENDIX B.

Sample ASP General Agreement

GENERAL AGREEMENT

This GENERAL AGREEMENT made and entered into this _____ day of January 2007, by Customer Name, a State Corporation with its principal offices located at Address, City, State Zip (hereinafter "Licensee") and UNI/CARE Systems, Inc., a duly licensed Florida Corporation incorporated pursuant to the laws of the State of Florida, with principal offices located at 540 N. Tamiami Trail, Sarasota, FL 34236 (hereinafter "Licensor").

WITNESSETH:

WHEREAS, Licensor has developed certain application software;

WHEREAS, Licensor desires to provide to Licensee certain application software, including support documentation, related consulting and training services, On-Demand Hosting services and on-going software support services;

WHEREAS, Licensee desires to license from Licensor certain application software, including support documentation, related consulting and training services, On-Demand Hosting services and on-going software support services;

NOW, THEREFORE, and in consideration of the mutual premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1
DEFINITIONS

As used in this Agreement, the following capitalized terms have the meanings ascribed to them below, and include the plural, as well as the singular:

1.01 Agreement: means this General Agreement, together with the following Exhibits, all of which are incorporated by reference into, and made a part of this Agreement:

Exhibit A	License End-User Agreement;
Exhibit B	Designated Equipment to Access On-demand Hosting Services;
Exhibit C	Support Services;
Exhibit D	Price List;
Exhibit E	Negotiated Rates;
Exhibit F	HIPAA Readiness;
Exhibit G	Implementation Schedule;
Exhibit H	Training Services and Consulting Services; and
Exhibit I	Functionality Acceptance Criteria

1.02 Concurrent Users: means the number of Users who are simultaneously accessing the Licensed Programs and Licensed Utilities over the Licensee's network at any one time.

1.03 Consulting Services: means the services that Licensor offers to Licensee in order to implement the Licensed Programs and Licensed Utilities, as more particularly described in Exhibit D (Price List), Exhibit G (Implementation Schedule), and Exhibit H (Training Services and Consulting Services).

1.04 Implementation Schedule: means the implementation and training plan attached hereto in Exhibit G, which outlines various Training Services and Consulting Services necessary to implement the Licensed Programs and Licensed Utilities at Licensee's sites.

1.05 License: means the rights granted Licensee pursuant to Section 2 hereof.

1.06 Licensed Materials: means the user guides, training materials, supplemental materials and other documentation (and all revisions thereto) provided by Licensor to Licensee relating to the Licensed Programs and Licensed Utilities.

1.07 Licensed Programs: means all the application software in object code format only, recorded on CD or other media and provided by or through Licensor to Licensee and listed on Exhibit A attached hereto. Any third party ownership of these Licensed Programs is set forth in Exhibit A.

1.08 Licensed Utilities: means all the software in object code format only, recorded on CD or other media and provided by or through Licensor to Licensee to enable User interface to the Licensed Programs, and listed on Exhibit A attached hereto. Any third party ownership of these Licensed Utilities is set forth in Exhibit A.

1.09 Licensor E Servers: means the physical machines where the Licensed Programs and Licensed Utilities and the Licensee data will be hosted and maintained by Licensor.

1.10 On-Demand Hosting Services: means the act of installing, configuring, maintaining and transmitting the Licensed Programs and Licensed Utilities through Licensor's E servers at Licensor's designated data center.

1.11 Permitted Purpose: means the Licensee's own corporate internal use only, of Licensed Programs, Licensed Utilities and Licensed Materials, for purposes outlined in Section 2 of this Agreement.

1.12 Support Services: means the services that Licensor provides to Licensee pursuant to the Support Services detailed in Exhibit C.

1.13 Training Services: means the services that Licensor provides to Licensee in order to prepare Licensee to use the Licensed Programs and Licensed Utilities as outlined in Exhibit D (Price List), Exhibit G (Implementation Schedule), and Exhibit H (Training Services and Consulting Services).

1.14 Users: means an employee or agent of Licensee who has access as defined in Section 2 of this Agreement, to any of the Licensed Programs and Licensed Utilities provided by Licensor to Licensee and listed in Exhibit A attached hereto.

SECTION 2
LICENSE

2.01 **License Grant:** Subject to the conditions specified in this Agreement and Licensor's termination rights pursuant to Section 9 of the General Agreement, Licensor hereby grants to Licensee, a royalty free, non-exclusive, non-transferable License for twenty-four (24) Concurrent Users to use the Licensed Programs and Licensed Utilities hosted on the Licensor's E Servers for the length of the term of this General Agreement.

2.02 **Permitted Purpose:** Licensee hereby agrees:

(a) to access the Licensed Programs and Licensed Utilities within the number of Concurrent Users identified in Section 2.01 of this Agreement;

(b) to use the Licensed Programs, Licensed Utilities and Licensed Materials hosted on the UNI/CARE Servers only for its own corporate use and within the scope of Licensee's operations.

(c) to comply with Licensor's proprietary rights as detailed in Section 7 of this Agreement;

(d) to make archival copies of those portions of the Licensed Materials that are provided on machine readable media or paper copies, provided such copies are strictly for Licensee's internal use in accordance with this Agreement; and

(e) to copy the Licensed Materials as reasonably required for Licensee's internal use of the Licensed Programs and Licensed Utilities, in accordance with this Agreement.

2.03 **Scope of Services:** Licensor shall provide to Licensee:

(a) Access to the Licensed Programs , Licensed Utilities and related Licensed Materials as detailed in Exhibit A of this Agreement;

(b) Training Services and Consulting Services in accordance with the Implementation Schedule, as specified in Exhibits G and H of this Agreement;

(c) Support Services as set forth in Exhibit C; and

(d) such other additional services as may be requested by Licensee for data conversion, database partitions, interface customization, or management of projects, that are not defined in Exhibit D, at the negotiated rates set forth in Exhibit E.

2.04 Conditions: Licensee hereby agrees:

(a) to use the Licensed Programs, Licensed Utilities and Licensed Materials only for Permitted Purposes, only through the Designated Hosting Site;

(b) not to copy, reproduce, or modify any of the Licensed Programs and Licensed Utilities, or reproduce any Licensed Materials or other information provided in connection with the Licensed Materials except as authorized in this Agreement;

(c) not to (i) de-compile, disassemble, or otherwise reverse engineer all or any part of the Licensed Programs and Licensed Utilities, or (ii) create, produce, market, license or sell any product that competes with any of the Licensed Programs and Licensed Utilities, or (iii) permit any other person to do any of the foregoing.

(d) not to take any action that would encumber the Licensed Programs and Licensed Utilities and related Licensed Materials or expose the Licensed Programs and Licensed Utilities and related Licensed Materials to any claims, transfers, conversion, or other form of encumbrance; and

(e) to acknowledge that the Licensed Programs and Licensed Utilities may be derived, in part, from the software of third parties. As a condition to Licensee's right to use the Licensed Programs and Licensed Utilities and related Licensed Materials, Licensee shall execute and deliver any other License Agreement, Non-disclosure Agreement and Registration Form that such a third party may require; provided that such other agreement or form shall not (i) preclude Licensee from using the Licensed Programs, Licensed Utilities and Licensed Materials to conduct Licensee's business, or (ii) impose any fee or any obligation more stringent than that set forth in this Agreement.

2.05 Licensed Programs Updates: The Licensed Programs and Licensed Utilities shall include all improvements or modifications of the version or versions of the Licensed Programs and Licensed Utilities which Licensor has licensed to Licensee, and implemented or otherwise released by Licensor from time to time during the term of this Agreement, and all related Licensed Materials in written form and/or identified in the Exhibits attached hereto or used in connection with the Licensed Programs and the Licensed Utilities as implemented by Licensor. Licensor shall provide such updates and new releases to Licensee pursuant to the Support Services as defined in Exhibit C. Licensed Programs updates may also require Equipment upgrades by Hosting Site.

SECTION 3
ON-DEMAND HOSTING SERVICES

3.01 **On-Demand Hosting Service**: Licensor will make available hard disk space accessible by means of a dedicated network available for access by Licensee at any time, except such times that the service of Licensor is inaccessible due to equipment malfunction, upgrade activities, system backup activities or any other related maintenance procedures which Licensor shall be required to complete from time to time. In the event of a scheduled system maintenance that requires system downtime, Licensor shall give 48 hours advance notice to Licensee. Schedule down-time shall not occur during the hours of 6:00 a.m. to 11:59 p.m. Eastern time, Monday through Friday. Licensor shall make reasonable efforts to perform such voluntary maintenance activities at times of lowest system usage. Except for the system downtime stated above, Licensor strives to maintain an uptime of 99.5%. For each day that Licensor fails to maintain this service level, Licensee will be entitled to a credit of 1/30th of the monthy fee due for that month as outlined in Section 4.

3.02 **Hard Disk Space** : Licensee shall be allotted sufficient storage space on the Licensor E Servers to support the application and to store Licensee's databases.

3.03 **Licensee Database**: Licensor shall store Licensee's database on the Licensor E Servers. The parties expressly recognize that the dedicated network equipment and telecommunications links are susceptible to crashes and down time. Licensor shall use its best efforts to maintain a consistent link with the dedicated network, but cannot and does not warrant that it shall maintain a continuous and uninterrupted link.

3.04 **Database Backup**: Licensor shall maintain working backup copies of Licensee's database. The Licensor backup copy is only to be accessible by Licensor in the event of maintenance, crashes, downtime and service interruptions.

3.05 **Maintenance**: Licensor may, at its own discretion, temporarily suspend all service for the purpose of repair, maintenance or improvement of any of the Licensor's E Servers. However, Licensor shall provide 48 hours notice where it is reasonably practical under the circumstances, and Licensor shall restore service as soon as it is reasonably practicable. Licensee shall not be entitled to any setoff, discount, refund or other credit.

3.06 **Security**: Licensor will provide secure and private access to Licensee's database. Licensee is responsible for protecting its private passwords, file and controlling its staff access in accordance with current documentation. Licensee is solely responsible for any damage caused by unauthorized access of the Licensor E Servers through Licensee's account. Any attempt to undermine or cause harm to a server, or other Licensee of Licensor is strictly prohibited.

SECTION 4
CONSIDERATION

4.01 **Monthly License Fee:** In consideration for the License Programs, Licensed Utilities, Licensed Materials, On-Demand Hosting Services and Support Services to be provided to Licensee under this Agreement, Licensee shall pay Licensor a monthly fee as follows:

(a) A payment of $?????? due upon execution of this agreement and every month thereafter for the remainder of the term.

(b) This monthly fee does not include conversion, interface or customized programming.

4.02 Training and Consulting Fees: In consideration for the, Training and Consulting Services to be provided to Licensee under this Agreement, Licensee shall pay Licensor the amounts set forth in Exhibit D attached hereto, representing the Fees for Training and Consulting Services and related travel and per-diem fees. Payments for such Fees shall be made according to the following schedule:

(a) One hundred percent (100%) of the invoiced amount for each set of scheduled Training and Consulting Services, upon completion of each set, according to the payment terms as described in Subsection 4.05 of this Agreement;

(b) One hundred percent (100%) of the related travel and per diem invoice according to the payment terms as described in Subsection 4.05 of this Agreement and reasonable fees as defined in Exhibit D.

4.03 Interfaces: Need to investigate

4.04 Payment of Telephone Communication Expenses: Licensee shall pay to Licensor all out of pocket telephone communication expenses incurred by Licensor in the provision of Support Services. Telephone communication expenses are logged as they occur and shall be payable upon receipt by Licensee of a duly executed invoice by Licensor.

4.05 Payment Terms: The payment described in Subsection 4.01 (a) is due upon execution of this Agreement and on the first day of each subsequent month. The payments described in Subsections 4.02, 4.03 and 4.04 are due upon the occurrence of the events specified therein, and at the latest within thirty (30) days of invoice receipt. Failure to pay as defined in Sections 4.0,1, 4.02, 4.03 and 4.04 may result, at the option of Licensor in suspension of Training, Consulting and/or Support Services, or Termination as defined in Subsection 9.03 of this Agreement; provided that Licensor shall provide Licensee with written notice and an opportunity to cure as set forth in Section 9.03 of this Agreement.

4.06 Taxes: Licensee shall, where obligated by law to do so, directly pay all applicable taxes relating to or assessable against the Licensed Programs, Licensed Utilities, Training and Consulting services, or any services related thereto, including all personal property taxes and state sales and/or use taxes but excluding taxes based on Licensor's taxable income and excluding any other taxes based on Licensor's business operations. If Licensee elects to challenge the applicability of any such taxes, Licensee shall inform Licensor and will supply Licensor with all relevant documentation substantiating Licensee's right to withhold payment of such taxes. It is contemplated that Licensee will directly pay all sales and use taxes incident to this Agreement; provided, however, Licensee agrees to reimburse Licensor (after receipt by Licensee of appropriate

documentation from Licensor) for any payments of sales or use taxes paid by Licensor on behalf of Licensee pursuant to this Agreement or assessed by a taxing authority against Licensor.

SECTION 5
IMPLEMENTATION SCHEDULE

5.01 Implementation Schedule: Within approximately one (1) week of execution of this Agreement, Licensor and Licensee shall hold an implementation meeting to collaborate and produce a written Implementation Schedule that will be finalized within thirty (30) days after the occurrence of the meeting. The Implementation Schedule will include prioritization of milestones for training and customization services as well as timetables related to payment schedules as set forth in Section 4. Upon completion of the Implementation Schedule, Licensor and Licensee shall indicate the agreement to all of its provisions by signing the Implementation Schedule. Upon signing the Implementation Schedule, it shall be incorporated into, and made part of this Agreement under Exhibit G. No provision of the Implementation Schedule shall supersede any part of this Agreement unless it is specifically indicated.

5.02 Functionality Acceptance Testing: Within approximately one (1) week of execution of this Agreement, or as otherwise specified in the Implementation Schedule, Licensor shall make available the Licensed Programs and Licensed Utilities through the On-Demand Hosting Services. Licensee shall have three (3) months in which to conduct Functionality Acceptance Testing from the date Licensee receives written notice from Licensor stating that the Licensed Programs are accessible to Licensee and are ready for Functionality Testing. Functionality Acceptance Testing shall be conducted by Licensee in order to determine that the Licensed Programs have the ability to perform according to the Functionality Acceptance Criteria as defined in Subsection 5.03.

5.03 Functionality Acceptance Criteria: Each Licensed Program listed in Exhibit D of this Agreement will have the ability to satisfy the following Functionality Acceptance Criteria:

(a) each Licensed Program will perform according to the Functionality Acceptance Criteria as set forth in Exhibit I of this Agreement;

(b) each Licensed Program will operate on the e-Servers accessible to Licensee through the On-Demand Hosting Services offered by Licensor;

(c) each Licensed Program will include related sets of Licensed Materials delivered to Licensee via electronic transfer; and

(d) Licensor will provide all Installation, Training and Consulting Services as set forth in Exhibits D, I and J of this Agreement, unless specifically requested in by Licensee in writing to postpone any Training and/or Consulting Services. In this case, this Section 5.03(d) is no longer valid.

5.04 Failure of Functionality Acceptance Testing: In the event Licensee determines that a Licensed Program fails to meet the Functionality Acceptance Criteria, Licensee shall notify Licensor in writing within ten (10) working days of such determination, specifying in as much detail

as possible in which respects the Licensed Program does not have the ability to meet the Functionality Acceptance Criteria. Upon receipt of the written notice of failure from Licensee, Licensor shall, at no additional cost to Licensee, correct, modify or replace each specified Licensed Program (together with the corresponding Licensed Materials) within a mutually agreed upon number of working days from the date of receipt by Licensor of the initial notice from Licensee. Upon completion of the corrections, modifications or replacement, Licensor shall provide Licensee with written notice indicating that a Licensed Program has been corrected, modified or replaced and is ready for retesting. Licensee shall conduct retesting within a mutually agreed upon number of working days after receiving written notice that the Licensed Program has been corrected, modified or replaced and is ready for retesting. Should a Licensed Program continue to lack the ability to meet the Functionality Acceptance Criteria at the end of the Functionality Acceptance Testing period set forth in Subsection 5.02 herein and/or three (3) months after the retesting has commenced, Licensee may elect one of the following options:

(a) Licensee may elect to continue this Agreement and delete from this Agreement the Licensed Program that has failed to satisfy the Functionality Acceptance Criteria;

(b) Licensee may elect to conduct further Functionality Acceptance Testing, in which event, Licensor and Licensee shall execute a written addendum to this Agreement setting forth the terms and conditions of further Acceptance Testing and set forth any necessary corrections and/or modifications in as much detail as possible at no additional charge to Licensee to address the respects in which the Licensed Program failed: or

(c) Licensee may elect to terminate this Agreement in it's entirety and receive a refund of fifty (50) percent of the Monthly License Fee paid to Licensor as specified in Section 4.01 of this agreement and as further described in subsection 5.06

5.05 Functionality Acceptance Certificate: As soon as Licensee determines that the Functionality Acceptance Testing establishes that the Licensed Programs are performing satisfactorily in meeting the Functionality Acceptance Criteria as set forth in Subsection 5.03 herein, ("Acceptance"), Licensee shall execute the Acceptance Certificate attached hereto as Exhibit F.

5.06 Refund of Licensed Programs Fees: In the event Licensee requests a refund of the Monthly License Fee paid to Licensor as specified in Section 4.01of this Agreement, as a result of a Licensed Program failing to satisfy the Functionality Acceptance Criteria during Acceptance Testing as specified in Subsection 5.04(a) of this Agreement, then Licensor shall refund within sixty (60) days of receipt of written notification from Licensee, fifty (50) percent of the Monthly License Fee paid by Licensee pursuant to this Agreement.

5.07 Licensee's Tasks Upon Termination After Failure of Retesting of Functionality Acceptance Testing: Within ten (10) days after the deletion of a Licensed Program from this Agreement by Licensee, Licensee shall either (i) return to Licensor all copies of the Licensed Materials in Licensee's possession or under its control, and (ii) allow access by licensor to remove

all copies of the related Licensed Materials and provide a sworn affidavit to Licensor to the effect that all such items have been removed, to the best of Licensee's knowledge and through its best efforts.

5.08 Deemed Acceptance: If, within the Functionality Acceptance Testing period described in Section 5.02, Licensor does not receive from Licensee written notice specifying in detail any new or continuing failures of the Licensed Programs to satisfy the Functionality Acceptance Criteria, Licensee shall be deemed to have accepted the Licensed Programs.

SECTION 6
REPRESENTATIONS AND WARRANTIES

6.01 Patents, Copyrights and Trademarks: Licensor, at its own expense, shall defend or, at its option, settle any claim, suit, or proceeding brought against Licensee on the issue of infringement howsoever arising as a result of or in connection with the supply, Installation, Training or use of the whole or any part of any Licensed Program, Licensed Utility and Licensed Materials of any patent, copyright, trademark service, registered design or any application for the same, and will indemnify and hold Licensee harmless against all costs and damages incurred by Licensee in any such claim, suit, or proceeding, but only if, within ten (10) days of the date on which Licensee is served with the claim, suit or proceeding, Licensee notifies Licensor in writing of the claim, suit or proceeding. If any Licensed Program, Licensed Utility or Licensed Materials, or any part thereof furnished by Licensor to Licensee becomes, or in the opinion of Licensor may become, the subject of any such claim, suit or proceeding or if a court of competent jurisdiction renders a judgment from which no appeal can be taken enjoining the use of all or part of the Licensed Program, Licensed Utility and Licensed Materials, Licensor at its own option and expense, may:

(a) obtain for Licensee the right under the patent, copyright or trademark to use the infringing part of the Licensed Program, Licensed Utility and Licensed Materials; or

(b) replace the infringing part of the Licensed Program, Licensed Utility and Licensed Materials so as not to reduce functionality; or

(c) suitably modify the infringing part of the Licensed Program, Licensed Utility and Licensed Materials so that it is no longer infringing so as not to reduce functionality; or

(d) if the use of the infringing part of the Licensed Program, Licensed Utility or Licensed Materials is prevented by permanent injunction from which no appeal can be taken, remove the infringing part of the Licensed Program, Licensed Utility and Licensed Materials, and not withstanding the remedy to terminate the entire agreement per Subsection 9.02, terminate the infringing Licensed Program, Licensed Utility or Licensed Material, and adjust the monthly fee by an agreed upon amount.

The foregoing states Licensor's sole obligation and Licensee's exclusive remedy with respect to any alleged infringement by all or part of the Licensed Programs, Licensed Utilities and Licensed Materials.

6.02 Disclaimer of Warranty: The Licensed Programs and Licensed Utilities are licensed on an "AS IS" basis, without warranty, except as defined in Section 6.03 of this General Agreement. LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.03 Express Warranty: Licensor warrants to Licensee that:

(a) neither the Licensed Programs, Licensed Utilities or Licensed Materials nor Licensor's performance of its obligations under this Agreement (including the Exhibits hereto), infringe, conflict with or constitute an infringement or misappropriation of any patent, copyright, trademark, trade secret or other proprietary right of a third party;

(b) Licensor will use commercially reasonable efforts to provide the On-Demand Hosting Services uninterrupted and that after Installation of the Licensed Programs and Licensed Utilities including any revisions or additions to the Licensed Programs or the Licensed Utilities provided by Licensor pursuant to Exhibit C hereof on the Designated Hosting Site and written notice of the same, Licensor warrants that the Licensed Programs and Licensed Utilities and such revisions or additions thereto will be free from significant programming errors and from defects in workmanship and materials;

(c) Licensor has good title to the Licensed Programs, Licensed Utilities, and Licensed Materials and has the necessary rights, title and interest to grant the rights set forth in this Agreement to Licensee, free of any proprietary claims, liens, or conflicting claims of any third party;

(d) Licensor has no actual knowledge of any existing circumstances, event, contingency, plan, or other similar situation specific to Licensor that may threaten the initial or ongoing ability of Licensor to consummate and perform its obligations under this Agreement; and

(e) qualified personnel of Licensor shall perform all Training Services and Consulting Services in a professional manner, in accordance with industry

standards. All components of the Licensed Programs and Licensed Utilities will be properly installed on the Designated Hosting Site, and all of the components of the Licensed Programs and Licensed Utilities will be functionally operable under normal use and in accordance with the Licensed Materials supplied therewith and any update, upgrade, or new release of the same provided by Licensor.

Licensee shall report to Licensor in writing, any failure of the Licensed Programs and Licensed Utilities to comply with the foregoing warranty. As Licensee's sole remedy for any noncompliance of this warranty, Licensor shall repair, correct, or replace (at its option and cost) the nonconforming Licensed Programs, Licensed Utilities and Licensed Materials.

The foregoing warranty shall not apply to, and Licensor shall have no liability arising from:

(a) defects resulting from improper or inadequate use, storage, or maintenance by Licensee;

(b) unauthorized modification or misuse and/or operation outside of the functionality described in the Licensed Materials applicable to the Licensed Programs and Licensed Utilities;

(c) the gross negligence or willful misconduct of Licensee or its employees or agents.

6.04 Exclusive Remedies: EXCEPT AS PROVIDED BELOW IN SUBSECTION 6.06, SUBSECTION 6.03 STATES LICENSOR'S SOLE RESPONSIBILITY AND LICENSEE'S EXCLUSIVE REMEDY WITH RESPECT TO ANY FAILURE OF THE LICENSED PROGRAMS AND LICENSED UTILITIES TO COMPLY WITH THE WARRANTIES SET FORTH IN SUBSECTION 6.03. THE WARRANTY AND REMEDIES STATED IN SUBSECTION 6.03 ARE IN LIEU OF ALL OTHER LIABILITIES OR OBLIGATIONS OF LICENSOR FOR DAMAGES INCLUDING, BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE USE OR PERFORMANCE OF THE LICENSED PROGRAMS AND LICENSED UTILITIES. LICENSOR SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY OR ANY FAILURE OF THE LICENSED PROGRAMS AND LICENSED UTILITIES TO COMPLY WITH THE WARRANTIES SET FORTH IN SUBSECTION 6.03 EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY LOSS OF DATA, OR LOST PROFITS. IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY ACTUAL DAMAGES IN AN AMOUNT THAT EXCEEDS THE LICENSE FEES PAID BY LICENSEE FOR THE LICENSED PROGRAMS AND THE LICENSED UTILITIES UNDER THIS AGREEMENT PER SUBSECTION 4.01 OF THIS AGREEMENT.

6.05 Licensee's Limitations of Liability: EXCEPT AS PROVIDED BELOW IN SECTION 6.06, LICENSEE SHALL NOT BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT

LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES. EXCEPT AS PROVIDED BELOW IN SECTION 6.06, IN NO EVENT SHALL LICENSEE'S AGGREGATE LIABILITY TO LICENSOR DURING THE PROJECT UNDER THIS AGREEMENT FOR ACTUAL DIRECT DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS AGREEMENT, EXCEED THE AMOUNTS PAID AND PAYABLE BY LICENSEE UNDER THIS AGREEMENT

6.06 Exceptions to Damages Disclaimer and Limitation: THE DISCLAIMERS OF CERTAIN DAMAGES AND THE DAMAGES LIMITATIONS IN SECTION 6.04 AND IN SECTION 6.05 SHALL NOT APPLY TO DAMAGES, EXPENSES, LOSSES, FEES, LIABILITIES OR COSTS ARISING FROM UNAUTHORIZED USE OR DISCLOSURE OF THE OTHER PARTY'S PROPRIETARY INFORMATION OR CONFIDENTIAL INFORMATION OR HIPAA NONCOMPLIANCE.

SECTION 7
PROPRIETARY RIGHTS, DISCLOSURE

7.01 Client Confidentiality: Licensor acknowledges that all of Licensee's client-related data is protected by federal and state confidentiality laws and regulations. Licensor shall hold all client-related data in strict confidence and shall not release to a third party any client-related data without the written consent of Licensee or proper legal process. Access of any client related data by Licensor's employees shall be limited to a "need to know" and Licensor shall keep complete and accurate records of all such access by its employees. At the request of Licensee, Licensor shall provide to Licensee the names of Licensor's employees who have or had access to client-related data along with the dates and times of such access. Licensor shall use client-related data for the sole purposes outlined in this Agreement and if client data is in its physical location, shall return or destroy client data upon the completion of the services performed under this Agreement. Licensor shall not copy, reproduce client-related data except as required to perform the services under this Agreement and Licensor shall not retain client-related data beyond the time required to perform the services under this Agreement. Licensor shall notify Licensee in writing within five (5) business days of receipt of any subpoenas, court orders and/or other requests to disclose client-related data. Licensee may at its sole cost and expense contest or defend any court actions related to the disclosure of client-related data and Licensor shall have no duty to do so.

7.02 Licensor's Proprietary Rights, Inventions, Improvements: Licensor claims and reserves to itself all rights and benefits afforded under U.S. copyright law and all international copyright conventions in the Licensed Programs and Licensed Utilities and related Licensed Materials as restricted, unpublished works. Licensee agrees that all rights, title and interest in and to the Licensed Programs and Licensed Utilities and Licensed Materials and all improvements and inventions (collectively, "Improvements") made in respect to the Licensed Programs and Licensed Utilities and Licensed Materials made by Licensor and all Third Parties identified in Exhibit A of this Agreement are the sole and exclusive property of Licensor and the Third Parties. This Section 7.02 is in effect whether or not Licensor and Third Parties identified in Exhibit A of this Agreement hold a patent or copyright. Licensee acknowledges and agrees that it shall acquire no right, title or interest in the Licensed Programs and Licensed Utilities and related Licensed Materials by virtue of this Agreement or otherwise.

7.03 **Disclosure:** Licensor and Licensee acknowledge that each party is in possession of valuable trade secrets and confidential information. As such, Licensor and Licensee agree as follows:

(a) except as expressly provided in this Agreement, neither party, without the prior written consent of the other, shall disclose to any third party (i) any information regarding the terms of this Agreement or exchanged in connection with the negotiation of this Agreement or regarding the transactions contemplated hereby, or (ii) any information regarding the actual or anticipated business or technology of the other party, in either case to the extent disclosed by the other party in connection with the transactions contemplated hereby or the performance by the other party of such party's obligations hereunder, including information regarding or which includes clients, customers, business practices, business prospects, financial condition, pricing policies, processes, technical data or specifications, source code (including all software design, architecture and processes), information obtained by disassembling, decompiling or reverse engineering hardware or software, or any other proprietary information (collectively, the "Proprietary Information");

(b) notwithstanding the foregoing, each party may (i) disclose the Proprietary Information of the other party to such party's employees, directors, advisers, consultants, and representatives with a "need to know" and who agree to be, or are otherwise required to be, subject to the confidentiality restrictions of this Section 7, (ii) disclose all or such portion of the Proprietary Information of the other party as such party shall be ordered to disclose to a judicial or administrative agency of competent jurisdiction, provided that such party shall give the original disclosing party reasonable notice of such order and a timely opportunity to attempt to preclude or limit such production, (iii) disclose the terms of this Agreement to the extent necessary to comply with any applicable securities laws, and (iv) disclose the existence, general terms and the length of term of this Agreement to such party's current and prospective business partners and investors;

(c) the obligations in this Section 7 shall not apply to any information disclosed by either party to the other party hereunder to the extent that, and after such time as, such information (i) becomes publicly available other than by a breach of this Agreement, (ii) is rightfully received by the non-disclosing party

from a third party who is not under an obligation of confidentiality with respect thereto, (iii) can be demonstrated to have been independently developed by the non-disclosing party without access to or use of any of the Proprietary Information of the other party, or (iv) is known to the non-disclosing party at the time of disclosure, provided that the non-disclosing party shall have promptly delivered to the other party written notice of such prior knowledge;

(d) each party agrees (except to the extent that such party has rights to such Proprietary Information in accordance with this Agreement) to (i) cease using the Proprietary Information of the other party upon the expiration or termination of this Agreement and (ii) promptly return to the other party all materials embodying the Proprietary Information of the other party upon the expiration or termination of this Agreement and, at any time prior thereto, promptly upon written request of the other party (except to the extent the non-disclosing party has rights to such Proprietary Information in accordance with this Agreement); and

(e) each party shall ensure that its staff and agents respect the obligations of such party under this Section 7.

7.04 Specific Enforcement: The parties acknowledge that any breach of their obligations under this Section 7 would constitute a material breach of this Agreement for which there is no adequate remedy at law. Accordingly, the parties agree that, upon any such breach of this Section 7, the non-breaching party shall be entitled to injunctive and other equitable relief, in addition to such remedies as may be available at law.

7.05 Ownership. All Proprietary Information shall remain the property of the disclosing party, subject to the rights set forth in this Agreement.

7.06 Notices: Each party agrees to maintain, produce, and include all proprietary and/or trade secret notices or legends provided by the other on any copies of the other's Proprietary Information made by that party.

7.07 Maintenance of Patent, Copyright and Trademark Protection: Licensee shall respect, and shall not remove, any of Licensor's patent, trademark, copyright or other proprietary notices appearing on any container or display of the Licensed Programs and Licensed Utilities, including Licensed Materials related thereto. Failure by Licensee to observe the foregoing requirements constitutes a material breach of this Agreement.

SECTION 8
ESCROW FEE

8.01 Licensed Programs Source Code: Licensor has placed the source code of those Licensed Programs and related Licensed Materials, which are solely owned by Licensor as detailed in Exhibit A in escrow with Data Securities International, Inc. ("DSI"), an escrow agent, and has signed a Deposit Agreement with DSI effective the 31st Day of October 1990. Licensor shall enroll Licensee as a Subscribed Licensee to the Deposit Agreement. Licensor shall forward to Licensee, at Licensee's request, verification on an annual basis that a Deposit Agreement has been renewed by Licensor with DSI, that Licensee has been registered as a Subscribed Licensee and that Licensor is submitting source code revisions to DSI in a timely manner.

If, at any time hereafter, Licensor shall:

(a) cease to provide support for the Licensed Programs for reasons other than Licensee's non-compliance with contractual clauses; or

(b) apply for the appointment of a trustee or receiver for any part of its assets, make an assignment for the benefit of creditors, commence any proceedings relating to it under any Chapter 7 bankruptcy proceeding, or Chapter 11 bankruptcy proceeding only if Licensor is forced to or opts to liquidate the business, dissolution or other liquidation law of any jurisdiction, or any such application is filed, or any such proceedings are commenced against Licensor and Licensor indicates its approval, consent or acquiescence, or an order is entered appointing such trustee or receiver, or adjudicating Licensor bankrupt under a Chapter 7 proceeding, or Chapter 11 bankruptcy proceeding only if Licensor is forced to or opts to liquidate the business, or approving the petition in any such proceedings, or any order is entered in any proceedings against Licensor decreeing the dissolution or division of Licensor or its assets, or any material part of the operations of Licensor shall cease;

then Licensor, Licensor's trustee in bankruptcy, or a directive from a court of competent jurisdiction, shall notify DSI by certified mail, with a copy of the notice to Licensee, to deliver a copy of the Licensed Programs source code to Licensee. Licensee may use, copy, modify and make derivative works based upon such source code and related documentation only as reasonably required for Licensee's internal use and permitted purpose of the Licensed Programs in accordance with this Agreement. Licensee shall pay a registration fee of $500 upon contract signature, and $250 at the beginning of each calendar year, to Licensor for this service.

SECTION 9
TERM AND TERMINATION

9.01 **Term**: The license grated under Section 2 of this General Agreement shall begin upon the execution of this Agreement. The initial term of this Agreement shall continue for five (5) years unless sooner terminated by Licensor in accordance with the provisions of this Section 9. Thereafter, the term of the license granted to and the On-Demand Hosting Services for Licensee shall automatically renew for subsequent one (1) year periods and Licensor's then current renewal fees shall be due hereunder, unless either party provides written notice of termination at least ninety (90) days prior to the expiration of the initial term or the anniversary date of a renewal term, subject to Licensor's right to termination due to Licensee's breech of its obligations under this Agreement. Other options available at time of renewal are as follows:

(a) monthly fee can be renegotiated if Licensee chooses to reduce the number of concurrent Licensed Users

(b) If Licensee decides to transfer their database from the On-Demand Hosting model to a LAN/WAN model then there will be fees for the transfer of the database, the file server and software installation, and reconfiguration of the network.

9.02 **Termination by Licensee Prior to access to the On-Demand Hosting Services:**Licensee may terminate this Agreement by written notice to Licensor at any time prior to access to theLicensed Programs and Licensed Utilities through the On-Demand Hosting Services. If Licensee issues written notice of termination under these circumstances, Licensor shall retain, as a cancellation fee, the consideration paid under Section 4.01.

9.03 **Termination by Licensor:** Failure by Licensee to make payment of any undisputed invoice past due more than thirty (30) days shall constitute default of this General Agreement. Upon such default, Licensor, at its sole discretion, may terminate this General Agreement after delivery of written notice to Licensee and without further obligations or liability. Failure to pay may result, at the option of the Licensor, in suspension of Training, Consulting and/or Support Services, or at a minimum, the application of a late charge of five percent (5%) per month for each past due invoice.

In addition, Licensor may terminate this Agreement in the event of a default by Licensee in the performance of any material obligation under this Agreement or a material breach by Licensee of any provision of this Agreement that is not cured within thirty (30) days after delivery of written notice by Licensor. If Licensee fails to cure such default or breach, Licensor may terminate this Agreement by delivering a written notice to Licensee specifying a termination date no earlier than thirty (30) days from the date of such written notice.

In the event Licensee ceases its business operations, then Licensor may, at its sole discretion, immediately terminate this Agreement upon giving written notice of termination to Licensee.

9.04 **Termination by Licensee for Material Breach**: In addition, Licensee may terminate this Agreement in the event of a material breach by Licensor that is not cured within thirty (30) days after delivery of written notice by Licensee. If Licensor fails to cure such breach, Licensee may terminate this Agreement by delivering a written notice to Licensor specifying a termination date no earlier than thirty (30) days from the date of such written notice and Licensee shall be

relieved of further obligations (except those obligations surviving termination or liability for such termination).

9.05 Effect of Termination: Upon termination of this agreement for any reason, the license and all other rights granted to the Licensee hereunder for the Licensed Programs, Licensed Utilities, Licensed Materials and On-Demand Hosting Services shall immediately cease and the following events will occur:

(a) **On-Demand Hosting Services:** Licensor will immediately terminate Licensee's remote access to the Licensor E servers:

(b) **Return of Licensed Materials:** Within ten (10) days after the termination of this Agreement, Licensee shall either (i) return to Licensor all copies of the Licensed Materials in Licensee's possession or under its control, or (ii) destroy all copies of the Licensed Materials and provide a sworn affidavit to Licensor to the effect that all such items have been destroyed, to the best of Licensee's knowledge and through its best efforts; an

(c) **Fees:** All unpaid or accrued License fees and payments provided in Section 4 of this Agreement shall be immediately due and payable upon such termination.

9.06 Survival: Sections 4, 6, 7 and 9 of this Agreement shall survive the termination of this Agreement or any License under this Agreement.

SECTION 10
GENERAL TERMS AND CONDITIONS

10.01 Amendment and Waiver: The parties may amend this Agreement (including the Exhibits attached hereto) only upon the written consent of both Licensor and Licensee. A waiver of any provision of this Agreement is effective only if evidenced by a writing signed by the party against whom the waiver is sought to be enforced. The waiver of any provision of this Agreement does not constitute the waiver of any other provision or a subsequent waiver of that provision.

10.02 Force Majeure: Neither party to this Agreement shall be responsible, nor shall it be held liable to the other, for any non-performance or delay in performance of its obligations under any term or provision of this Agreement directly or indirectly resulting from any cause or circumstance beyond its control, (including, by way of example, war, strike, riot, or natural disaster) or failure of the other party hereto to fulfill any of its obligations hereunder, provided, that a party's inability to perform due to its own financial difficulties or general economic conditions shall not constitute an excuse for such non-performance or delay in performance by such party.

10.03 Notices: Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given (a) the following business day after having been timely sent by reputable overnight courier service for priority, next day delivery, or (b) upon confirmation of receipt by the recipient after having been sent by electronic mail or fax, in

each case to the applicable party's street address, e-mail address, or fax number as set forth below (as the same may be amended by such party upon written notice to the other), or by such other means as the parties may hereafter agree in writing:

Licensee:
Street:
City, State, Zip:
Attn:
Phone:
Fax:
E-mail:

Licensor:
Street: 540 N. Tamiami Trail
City, State, Zip: Sarasota, Florida 34236
Attn: May Ahdab, Ph.D., President & CEO
Phone: 941-954-3403, ext. 224
Fax: 941-954-2033
E-mail: may@unicaresys.com

10.04 Choices of Law: This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida.

10.05 Initial Dispute Resolution: At the written request of either party, the parties will attempt to resolve any dispute arising through the informal means described in this section 10.05. Each party will appoint a senior management representative who does not devote substantially all of his or her time to performance under this Agreement. The representatives will furnish to each other all non-privileged information with respect to the dispute that the parties believe to be appropriate and germane. The representatives will negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. Formal proceedings for the resolution of the dispute may not be commenced until: (i) the designated representatives conclude that resolution through continued negotiation does not appear likely; or (ii) sixty (60) working days after the initial request to negotiate the dispute.

While any such dispute is unresolved, the parties shall, without delay, continue to perform their respective obligations under this Agreement. The parties further agree to use their best efforts in a good faith attempt to resolve said disputes on a timely basis. If the parties fail to resolve the dispute within sixty (60) working days of the initial written notification, then each party may assert its rights and remedies as provided under this Agreement.

10.06 Arbitration: In the event the parties fail to resolve a dispute pursuant to the Initial Dispute Resolution procedures set forth in Section 10.05, said remaining controversy, dispute, or claim arising out of or relating to this Agreement, or any waiver or amendment, or any breach hereof, shall be settled by arbitration to be held in Sarasota, Florida. The arbitration shall be conducted in accordance with the rules and procedures then in force of the American Arbitration Association. The parties shall by agreement select one (1) arbitrator who is impartial, experienced and knowledgeable of the following: not-for-profit organization, computer technology and human service providers. In the event the parties are unable to agree, the American Arbitration Association shall select an arbitrator having the above described qualifications. The expenses and fees of any such arbitration proceedings shall be borne equally by the parties; provided that each party shall bear the costs of its own counsel. The parties hereto agree to abide by all awards and decisions rendered in arbitration proceedings, and all such awards and decisions may be filed by the

prevailing party with any court having jurisdiction over person or property of the other party as a basis for judgment and the issuance of executions thereon. Service of a petition to confirm the arbitration award may be made by First Class mail or by commercial express mail, to the attorney for the party or, if unrepresented, to the party at its last known business address.

10.07 Limitation of Actions: No proceeding, regardless of form, arising out of or related to the Agreement may be brought by either party more than one (1) year after the accrual of the cause of action, except that (i) proceedings related to violation of a party's proprietary rights or any duty to protect Confidential Information may be brought at any time within the applicable statute of limitations, and (ii) proceedings for non-payment may be brought up to two (2) years after the date the last payment was due.

10.08 Complete Agreement: This Agreement (including all of the Exhibits attached hereto) contains the final, complete and exclusive expression of the understanding between the parties with respect to the transactions contemplated by this Agreement and supersedes any prior or contemporaneous agreement or representation, oral or written, by either of them. No course of prior dealings between the parties and no custom of usage of trade or course of performance rendered under this Agreement is relevant to supplement or explain any term used in this Agreement.

10.09 Form and Execution of Agreement: The titles and headings preceding the text of the sections and subsections of this Agreement have been inserted solely for convenience of reference and do not constitute a part of this Agreement or affect its meaning, interpretation or effect. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unreasonable, the remainder of the provisions of this Agreement shall remain in full force and effect. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

10.10 Assignment; Binding Effect: Either party may assign this Agreement in whole as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets, provided that any survivor or successor thereupon assumes the obligations and liabilities of such party under this Agreement. Neither party may otherwise assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party, which shall not be unreasonably withheld, and any attempted assignment or delegation without such consent will be void. This Agreement is binding on, and inures to the benefit of, the parties and their successors, legal representatives, and permitted assignees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

UNI/CARE SYSTEMS, INC. ("Licensor")

By: _____
MAY AHDAB, Ph.D
PRESIDENT & CEO

Witness: _____

CUSTOMER NAME ("Licensee")

By: _____

Its: _____

Witness: _____

EXHIBIT A

LICENSE END-USER AGREEMENT

The Licensed Programs, Licensed Utilities and Licensed Materials are derived from proprietary software of either Licensor or other Third-Party vendors as distinguished by the ownership designation set forth below. Licensor, the Designated Equipment manufacturer or the other Third-Party vendors retain ownership of their respective Licensed Programs, Licensed Utilities and Licensed Materials. The proprietary rights of Licensor, the Designated Equipment manufacturer or the other Third Party vendors set forth in Section 7 of the General Agreement, are incorporated herein by reference.

LICENSED PROGRAMS	LICENSOR OWNERSHIP
Basic Management	UNI/CARE Systems, Inc.
Billing & Receivables	UNI/CARE Systems, Inc.
Clinical Care	UNI/CARE Systems, Inc.
Scheduling	UNI/CARE Systems, Inc.
Census	UNI/CARE Systems, Inc.
Referral Development	UNI/CARE Systems, Inc.
Managed Care	UNI/CARE Systems, Inc.
Network Development	UNI/CARE Systems, Inc.
Claims Processing	UNI/CARE Systems, Inc.
Clinical Orders	UNI/CARE Systems, Inc.
Outcomes Management / Assessments	UNI/CARE Systems, Inc.
Quality Management (QM)	UNI/CARE Systems, Inc.
Family Care	UNI/CARE Systems, Inc.
Decision Support	Cognos Corporation

LICENSED UTILITIES	LICENSOR OWNERSHIP

Forms Development Tool	Microsoft Corporation UNI/CARE Systems, Inc.
DSM-IV Codes	American Psychiatric Association
AVIATOR (TM)	UNI/CARE Systems, Inc.

EXHIBIT B

DESIGNATED EQUIPMENT TO ACCESS ON-DEMAND HOSTING SERVICES

EXHIBIT C

SUPPORT SERVICES

SECTION 1

All telephone communication expenses associated with providing services to the Licensee will be added on a per call basis.

SECTION 2
SCOPE OF SERVICES

2.01 Support Staff: The Support Services offered by Licensor will be provided by a team of Licensor's employees who staff the Licensor's Support Center. Support staff are available during Licensor normal business hours (8:00 a.m. to 6:00 p.m. EST) Monday through Friday. An on-call system is also offered for emergencies after hours on all days and at all times outside Licensor's normal business hours.

2.02 Support Services: The following is a list of services ("Basic Support Services") offered under the Support Services at no additional fees to Licensee, provided Licensee pays the agreed upon monthly Support Services fees:

(a) processing and resolution of reported Licensed Programs and Licensed Utilities malfunctions;

(b) written notification of the availability of software updates and/or new releases to Licensee and the forwarding to hosting site of such updates or new releases during the term of the Support Services;

(c) installation via telephone communication or assisting in the installation of updates or new releases at the hosting site;

(d) answers to questions on current release software. Licensor will not correct problems with non-current revisions of installed software if Licensee has not installed current release software within three (3) months after the forwarding of the current release to Licensee;

(e) telephone software consulting services which enable Licensee to ask questions regarding specific problems encountered, or to seek advice on the general use of Licensor's Licensed Programs, Licensed Utilities and Licensed Materials; and

(f) programming and modifications/updates of billing components as required by Third Party payers. Also,

Client Specific Admission, Discharge and Units of Services State and County Mandated Reports that require the ability to maintain a history of what was submitted in order for the site to report any additions, changes, or deletions as required by the state or county.

Telephone support services are provided as needed by Licensee under the Support Services . Licensor will use its best efforts to answer telephone calls from Licensee during normal business hours within the same business day, and to answer telephone calls (or respond to pages) from Licensee outside normal business hours within the next business day. When appropriate, Licensor and Licensee may also communicate with each other via e-mail with regard to Support Services. Licensor will use its best efforts to provide substantive responses to e-mails received from Licensee during normal business hours within the same business day. Licensor will use its best efforts to provide substantive responses to e-mails received from Licensee outside normal business hours by the end of the next business day.

Licensee may request additional customized assistance outside the scope of the Basic Support Services. In this context, Licensor will provide the requested services on a time and materials basis and Licensee will be charged at the negotiated current rate per hour, plus travel and per diem expenses if on-site consulting is required. All travel and per diem expenses associated with on-site consulting, as well as the number of hours required for each occurrence will require a detailed budget from Licensor and prior written approval by an appropriate Officer of Licensee. Certain negotiated rates for additional services are set forth in Exhibit E to the General Agreement.

2.03 Performance Standards: If any of the Licensed Programs or Licensed Utilities fails to conform to the specifications set forth in the Licensed Materials, Licensor agrees to respond according to the following priority schedule:

Priority Level	Priority Level Definition	Required Response
CRITICAL	A problem preventing Users from reasonably continuing work with the Licensed Programs and/or Licensed Utilities	Licensor will begin work on the problem within two (2) hours of notification and continue until an acceptable resolution is achieved
URGENT	Features of the Licensed Programs and/or Licensed Utilities are needed for performing daily functions and no work around is available	Licensor will begin work on the problem within four (4) hours of notification and continue until an acceptable resolution is achieved
IMPORTANT	Important features of the Licensed Programs and/or Licensed Utilities are needed and no work around is available	Licensor will begin work on the problem within twenty four (24) hours of notification and continue until an acceptable resolution is achieved
NEEDED	Needed features of the Licensed Programs and/or Licensed Utilities are needed and no work	Licensor will begin work on the problem within seventy-two (72) hours of notification and continue until an acceptable resolution is

	around is available	achieved
DESIRABLE	Users have questions about potential enhancements to performance of the Licensed Programs and/or Licensed Utilities (other than normal questions that are handled under the Exhibit H)	Licensor will respond as soon as practicable but in no event later than two (2) weeks after notification

2.04 Licensee's Responsibilities: In order to receive support services under this Agreement, Licensee is expected to perform the following:

(a) be licensed for all Licensed Programs and Licensed Utilities for which Support Services are requested;

(b) have documentation of reported malfunction available to Licensor staff for telephone and/or on-site consulting;

(c) notify Licensor immediately in the event of Licensed Programs and Licensed Utilities malfunctions;

(d) perform reasonable tests within an agreed upon timetable upon the request of Licensor Support Staff;

(e) provide, if required, Licensor with suitable data to investigate Licensee reported questions and problems; and

(f) provide the necessary training to its new employees. Each new employee utilizing the Licensed Programs must be provided a certificate of training, either by Licensee or Licensor.

SECTION 3
EXCLUSIONS

3.01 Exclusions: Licensor reserves the right to exclude from Support Services coverage any Licensed Programs and Licensed Utilities malfunctions that result from the following:

(a) improper or inadequate use, storage, or maintenance by Licensee;

(b) the combination of all or part of the Licensed Programs and Licensed Utilities with any other product or part not furnished by Licensor to Licensee, except with respect to Commercial Desktop Applications and Commercial Client Server Applications identified in Exhibit B or as otherwise approved by Licensor from time to time;

(c) unauthorized modification or misuse, applicable to the Licensed Programs and Licensed Utilities;

(d) the gross negligence or willful misconduct of Licensee or its employees or agents; and

(e) lack of training of Licensee's new employees.

EXHIBIT D

PRICE LIST

The prices listed below reflect the Fees for the budgeted amounts for the initial Implementation Schedule, including all Training Services and Consulting Services required to effectuate Licensee's migration from its current software system to the Licensed Programs and Licensed Utilities.

SERVICES	CONSULTING		TRAINING		TOTAL
	DAYS	PRICE	DAYS	PRICE	
Implementation Services	3	$ 5,400.00			$ 5,400.00
Functional Requirements	12	$21,600.00			$21,600.00
Detail Design	12	$21,600.00			$21,600.00
System Build & Testing	12	$21,600.00			$21,600.00
Training Manuals	12	$14,400.00			$14,400.00
Basic Management	2	$ 3,600.00	3	$ 3,600.00	$ 7,200.00
Billing & Receivables-Tables	2	$ 3,600.00	2	$ 2,400.00	$ 6,000.00
Billing & Receivables			3	$ 3,600.00	$ 3,600.00
Clinical Care	1	$ 1,800.00	2	$ 2,400.00	$ 4,200.00
Scheduling			1	$ 1,200.00	$ 1,200.00
Census			1	$ 1,200.00	$ 1,200.00
Referral Development			1	$ 1,200.00	$ 1,200.00
Managed Care	1	$ 1,800.00	2	$ 2,400.00	$ 4,200.00
Network Development			2	$ 2,400.00	$ 2,400.00
Claims Processing			2	$ 2,400.00	$ 2,400.00
Clinical Orders			2	$ 2,400.00	$ 2,400.00
Quality Management			2	$ 2,400.00	$ 2,400.00
Family Care			1	$ 1,200.00	$ 1,200.00

Forms Development Tool			3	$ 3,600.00	$ 3,600.00
Report Writer			2	$ 2,400.00	$ 2,400.00
System Administration			1	$ 1,200.00	$ 1,200.00
AVIATOR	1	$ 1,800.00	3	$ 3,600.00	$ 5,400.00
TOTAL:	**58**	**$97,200.00**	**33**	**$39,600.00**	**$136,800.00**

Training will be delivered via Net-Meeting, as determined by Licensor and Licensee and recorded in the Implementation Plan. Training days are from 9:00am to 5:00pm with an hour break for lunch.

Training and consulting charges do not include reasonable travel and per diem expenses. Licensor's current travel and per diem charges are as follows:

- Airfare (coach): Cost + 5% administrative fee
- Lodging: Cost + 5% administrative fee
- Meals: $15.00 per meal, 3 meals per day
- Rental Car: Cost + 5% administrative fee
- Personal Vehicle Use: $.405 per mile
- Other Reasonable and Necessary Incidental Travel Expenses: Cost + 5% administrative fee

Licensee shall reimburse Licensor for all travel and per diem expenses incurred by Licensor while performing installation, training and consulting services at Licensee facilities.

Installation, training and consulting charges as well as related travel and per-diem charges are valid for a period of twelve (12) months after execution of the General Agreement.

EXHIBIT E

NEGOTIATED RATES

The following are charges for services that will be applied, if these services are requested by Licensee:

Conversion Charges*:

· Demographic and Insurance Data. No Service Details, No Episode Details	$ 5,000
Demographic, Insurance and Balance Forward Data No Service Details, No Episode Details	$10,000
Demographic, Insurance and Balance Forward Data Episode and Cost Center Details No Service Details	$15,000

* Prices subject to change based on the complexity of conversion data

Interface/Customization Charges:

Licensor charges the following:

Standard General Ledger Interface	$7,500
Monthly Support fee	$ 125
· Other Customization/Interfaces:	
System Analysis:	$175/hr
Programming:	$125/hr

Project Management and Training Charges:

Licensor charges the following:

Senior Implementation Consultant:	$1,800/day
Implementation Consultant:	$1,500/day
Senior Quality Management:	$2,000/day
Training (end user or train the trainer)	$1,200/day

The above charges are valid for a period of twelve (12) months after execution of the General Agreement.

EXHIBIT F

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement between Licensor and Licensee establishes specific legal obligations regarding the terms of the relationship between Licensor and Licensee, as it relates to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and 45 C.F.R. Part 160 and Part 164, Subparts A and E, the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule");

WHEREAS, Licensor and the Licensee are parties to the Underlying Agreement pursuant to which Licensor provides certain computer software and related support services to the Licensee and, in connection with the provision of those support services, the Licensee discloses to Licensor certain Protected Health Information ("PHI") (as defined in 45 C.F.R. §164.501), that is subject to protection under HIPAA and the Privacy Rule;

WHEREAS, the Licensee is a "Covered Entity" as that term is defined in the Privacy Rule;

WHEREAS, Licensor, as a recipient of PHI from the Licensee, is a "Business Associate" as that term is defined in the Privacy Rule;

WHEREAS, pursuant to the Privacy Rule, all Business Associates of Covered Entities must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI; and

WHEREAS, the purpose of this Addendum is to comply with the requirements of the Privacy Rule, including, but not limited to, the Business Associate contract requirements at 45 C.F.R. §164.504(e).

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Definitions. Unless otherwise provided in this Addendum, capitalized terms have the same meanings as set forth in the Privacy Rule.

2. Services. The services to be provided by Licensor are identified in the General Agreement and its Exhibits.

SECTION 1
SCOPE OF USE AND DISCLOSURE

1.01 Contractual Obligations: Licensor shall be permitted to use and disclose PHI that is disclosed to it by the Licensee as necessary to perform its obligations under the Underlying Agreement.

1.02 Proper Management and Administration: Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, Licensor may:

(a) Licensor's Use. Use the PHI in its possession for its proper management and administration and to fulfill any

legal responsibilities of Licensor;

(b) **Disclosure to Third Party.** Disclose the PHI in its possession to a third party for the purpose of Licensor's proper management and administration or to fulfill any legal responsibilities of Licensor; provided, however, that the disclosures are required by law or Licensor has received from the third party written assurances that:

- the information will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party; and

- the third party will notify the Licensor of any instances of which it becomes aware in which the confidentiality of the information has been breached.

SECTION 2
OBLIGATIONS OF LICENSOR

In connection with its use and disclosure of PHI, Licensor agrees to comply with the following standards:

2.01 **Limited Disclosure:** Use or further disclose PHI only as permitted or required by this Addendum or as required by law.

2.02 **Safeguards**: Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum;

2.03 **Mitigation:** To the extent practicable, mitigate any harmful effect that is known to Licensor of a use or disclosure of PHI by Licensor in violation of this Addendum.

2.04 **Report Unauthorized Disclosures:** Report to the Licensee any use or disclosure of PHI not provided for by this Addendum of which Licensor becomes aware.

2.05 **Agreements With Contractors:** Require contractors or agents to whom Licensor provides PHI to agree to the same restrictions and conditions that apply to Licensor pursuant to this Addendum.

2.06 **HHS Access:** Make available to the Secretary of Health and Human Services Licensor's internal practices, books and records relating to the use and disclosure of PHI for purposes of determining the Licensee's compliance with the Privacy Rule, subject to any applicable legal privileges.

2.07 **Accounting of Unauthorized Disclosures:** Upon notice by Licensee that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, but not for information created prior to April 14, 2003, Licensor shall make available to Licensee such information then currently in Licensor's

possession, custody or control (including such information, if any, in the possession, custody or control of Licensor's subcontractors) that is required for Licensee to make the accounting required by 45 C.F.R. Section 164.528. Licensee shall reimburse Licensor for all time and costs incurred to comply with any such requests made under this section.

2.08 Designated Record Set: To the extent that Licensee does not already have in its possession the Consumer's PHI in a Designated Record Set, Licensor shall provide copies to Licensee of all or a portion of the PHI in the Designated Record Set then currently in Licensor's possession within a reasonable time after Licensee's request in order for Licensee to:

(a) make the PHI in the Designated Record Set available in accordance with 45 C.F.R. Part 164.524; and

(b) amend the PHI in the Designated Record Set in accordance with 45 C.F.R. Part 164.526. In the event an individual requests access to, or an amendment of, the PHI in a Designated Record Set, such request shall be the responsibility of Licensee. Licensee shall reimburse Licensor for all time and costs incurred to comply with any request made under this section.

2.09 Compliance With Security Regulations: No later than April 21, 2005, Licensor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains or transmits on behalf of Licensee as required to comply with the HIPAA Security Regulation.

SECTION 3
OBLIGATIONS OF LICENSEE

Licensee agrees that it will comply with the following standards:

3.01 Notice of Privacy Practices: Has included, and will include, in the Licensee's Notice of Privacy Practices required by the Privacy Rule that the Licensee may disclose PHI for Health Care Operations purposes.

3.02 Consumer Permission: Has obtained, and will obtain, from Individuals, Authorizations and other permissions necessary or required by laws applicable to the Licensee, for Licensor and the Licensee to fulfill their obligations under the Underlying Agreement and this Addendum.

3.03 Restrictions on PHI: Will promptly notify Licensor in writing of any restrictions on the use and disclosure of PHI about Individuals that the Licensee has agreed to that may affect Licensor's ability to perform its obligations under the Underlying Agreement or this Addendum.

3.04 Notice of Revocation: Will promptly notify Licensor in writing of any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes or revocation may affect Licensor's ability to perform its obligations under the Underlying Agreement or this Addendum.

SECTION 4
TERMINATION

4.01 Termination for Breach: In the event that the Licensor materially breaches a material term of this Addendum, Licensee must provide Licensor with notice of the existence of the alleged material breach and afford Licensor an opportunity to cure the alleged material breach. In the event Licensor fails to cure the breach within 45 days to the satisfaction of the Licensee, the Licensee may terminate this Addendum.

4.02 Automatic Termination: This Addendum will automatically terminate upon the termination or expiration of the Underlying Agreement, except where otherwise agreed.

4.03 Effect of Termination:

(a) Termination of this Addendum will result in termination of the Underlying Agreement.;

(b) Upon termination of this Addendum or the Underlying Agreement, Licensor will return or destroy all PHI received from the Licensee or created or received by Licensor on behalf of the Licensee that Licensor still maintains and retain no copies of such PHI; provided that if such return or destruction is not feasible as determined solely by Licensor, Licensor will continue to protect the PHI pursuant to the terms of this Addendum and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

(c) Licensee shall reimburse Licensor for all time and costs incurred as a result of identifying and destroying PHI as may be required under this section. Such reimbursement shall include, but not be limited to, the time and cost incurred in the erasure of any PHI embedded in Licensor's computer system or computer backup system.

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SECTION 5
GENERAL TERMS AND CONDITIONS

5.01 Amendment: Licensor and the Licensee agree to amend this Addendum from time to time as is necessary for the Licensee to comply with the requirements of the Privacy Rule.

5.02 Survival: The obligations of Licensor under section 6.C.(2) of this Addendum shall survive any termination of this Addendum.

5.03 No Third Party Beneficiaries: nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

5.04 Indemnification Provision: Each party will indemnify and hold harmless the other party to this Business Associate Agreement from and against any and all losses, liabilities, costs and other expenses incurred as a result, or arising directly or indirectly out of, or in connection with, any breach of any obligation on the part of the responsible party under this Business Associate Agreement.

5.05 **Entire Agreement:** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous or contemporaneous proposals, understandings, commitments or representations whatsoever oral or written. The parties may only modify or change the terms of this Agreement by a written document signed by duly authorized representatives of both parties.

5.06 **Governing Law; Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the state of Florida without regard to Florida's conflict of law principles. The parties agree that Florida shall be the sole proper venue regarding any dispute relating to or arising out of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

UNI/CARE SYSTEMS, INC. ("Licensor")

By: _____
MAY AHDAB, Ph.D
PRESIDENT

Witness: _____

CUSTOMER NAME ("Licensee")

By: _____

Its: _____

Witness: _____

EXHIBIT G

IMPLEMENTATION SCHEDULE

Upon completion of the Implementation Schedule, Licensor and Licensee shall indicate the agreement to all of its provisions by signing the Implementation Schedule. Upon signing the Implementation Schedule, it shall be incorporated into, and made part of the General Agreement under this Exhibit G.

EXHIBIT H

TRAINING
AND CONSULTING SERVICES

In connection with the Implementation Schedule, Licensor shall provide the following implementation related services:

- **Training Services**

  Licensor shall provide on-site training for Licensee's key personnel to prepare them to use the Licensed Programs and Licensed Utilities and to train their fellow staff members ("Training Services"). The number of days of Training Services included in the Agreement will be as set forth in Exhibit D (Price List). The Training Services will include system administration training, content training, training on conversion, interfaces and customized programs.

  Training by Licensor's professional training staff will occur at either Licensee's offices or Licensor's Florida training facility. Testing of the trainee's retention is included an integral part of the training sessions.

  The fixed price (not including travel and per diem charges) for training of up to eight (8) users of each software module purchased by Licensee will be as set forth in Exhibit D (Price List). Additional training services will be available to Licensee at separately negotiated rates.

- **Consulting Services**

  Licensor shall provide Licensee with consulting services necessary to achieve a successful implementation. Consulting Services aim at the development of an understanding of Licensee's implementation strategy and a mapping of the Licensed Programs functionality designed to support the strategy. Consulting Services include business process review, tables building, and on-site "go-live" support. The total number of days of Consulting Services included in the Agreement and the fixed price (not including travel and per diem charges) for such Consulting Services will be as set forth in Exhibit D (Price List). Additional consulting services not included in the Consulting Services (e.g., data conversion, data base partition, special projects) will be available to Licensee at separately negotiated rates, including those rates set forth in Exhibit E (Negotiated Rates).

EXHIBIT I

FUNCTIONALITY ACCEPTANCE CRITERIA

The following are Functionality Acceptance Criteria specifically designed for Licensee in order to facilitate Functionality Acceptance Testing.

- **BASIC MANAGEMENT**

  Ability to:

  - Admit client/patients in company(s)
  - Pre-register and register clients/patients (demographic and financial)
  - Capture family information
  - Create an episode for care
  - Admit client/patient in multiple cost centers
  - Document services provided
  - Discharge clients/patients
  - Review history of care by episode

- **BILLING & RECEIVABLES**

  Ability to:

  - Document payer reimbursement requirements
  - Review services to be billed
  - Monitor payer reimbursement requirements
  - Bill third party payers
  - Process client/patient statements
  - Process payments and adjustments
  - Monitor aged receivables by payer and client/patient
  - Review and query client/patient accounts

- **CLINICAL CARE**

  Ability to:

  - Document clinical standards for care
  - Document diagnostic information
  - Structure clinical team
  - Generate treatment plan: problem, goal, objective, intervention, services
  - Perform treatment plan reviews, as required
  - Review multi-disciplinary treatment plans

- **SCHEDULING**

  Ability to:
  - Document location schedule

- Document provider schedule by location
- Schedule provider and co-providers
- Inquire on provider, co-provider schedule
- Schedule client/patient sessions
- Schedule groups sessions
- Schedule blocks of time for special services
- Inquire on clients sessions
- Document no-shows/cancellations

- **CENSUS MANAGEMENT**

Ability to:

- Admit a patient to a Unit/Room/Bed
- Transfer a patient to a different Unit or bed or room
- Discharge a patient
- Schedule an admission/discharge or leave of absence
- Produce per diem charges based on daily census
- Transfer per diem charges to for the purpose of billing
- Monitor length of stay

- **REFERRAL DEVELOPMENT**

Ability to:

- Document referral network
- Document incoming referrals by referral organization and referral contact
- Document needs /problems by referral agency and geographical location
- Document internal and external referrals
- Document disposition outcomes and follow-up
- Monitor contractual timetables for access

- **MANAGED CARE**

- Document payer contracts
- Structure payer contracts by groups, plans, benefits type, coverage and exceptions
- Document negotiated fees per payer contract
- Document requests for authorization
- Document authorizations per client/payer
- Print authorization mailers and denials
- Monitor authorized versus used buckets

- **NETWORK DEVELOPMENT**

Ability to:

- Document provider network contracts and documentation requirements
- Within each network, structure organizations by geographical location, type of benefits and organizational performance
- Within each organization, structure providers by areas of expertise, credentials and

performance
- Search for providers based on pre-defined criteria
- Document negotiated fees per organization and provider class

- **CLAIMS PROCESSING**

Ability to:

- Receive claims from organizations for services authorized
- Process claims by payor, payor types, organization and provider
- Validate claims processed
- Print vouchers, explanation of benefits
- Produce encounter data reports for specific payors.
- Pay claims based on provider organization specific contract or standard rate tables.

- **CLINICAL ORDERS**

Ability to:

- View, record, and track medication prescriptions.
- Conduct reviews and outcomes of orders.
- View, record, and track labs, tests, and procedures.
- Document and track dispensing of prescriptions and medications
- View, record, and track basic client pharmacy information
- Create tickler files aimed at monitoring review of orders
- View, record, and track allergy information.
- View history of medication and ancillary orders

- **OUTCOMES**

Ability to:

- View, complete, and review instruments and assessments on-line.
- Add custom forms
- Create tickler files aimed at monitoring review of outcome instruments.
- Monitor pre-defined outcomes studies.
- Specify and track instrument category and type.
- Create custom table entries to measure outcomes on instruments and treatment plans.
- Link End-User Assessments to Clients, Providers, and Company Locations.

- **QUALITY MANAGEMENT**

Ability to:

- Document quality issues specifically related to clients, cost centers, providers and agencies
- Assign to selected staff for research
- Document follow-up requirements
- Develop action plan
- Track and monitor compliance with follow-up timetable

- Document solution
- Forward reports through e-mail

- **FAMILY CARE**

Ability to:

- Track family client information
- Display family members linking
- Track agency and non-agency workers associated with client
- Track movement through foster care homes
- Track level of care rates
- Monitor initial adoption criteria
- Enter services
- Monitor compliance requirements
- Gather pertinent information on foster and day care providers
- Monitor provider training and other requirements
- Monitor provider occupancy
- Track home certification

- **CONVERSION**

If there is a conversion of data involved, Licensee has the option of:

- submitting all data to be converted to UNI/CARE in the requested format within two (2) months after contract signature; or
- not including the data conversion as part of the criteria for system acceptance.

Note: Licensed Utilities are not subject to acceptance and therefore no acceptance criteria are included.

APPENDIX C.

Crystal Reports Integration with Pro-Filer™& Sample Reports

CRYSTAL REPORTS® INTEGRATION WITH PRO-FILER™

UNI/CARE Systems, Inc. has designed Pro-Filer™ with an open structure design using Microsoft's® SQL database allowing organizations to use a variety of ODBC compliant Report Writers. UNI/CARE Systems, Inc. recommends the usage of the highly recognized Report Writer Business Objects Crystal Reports®. Its ease of use is unmatched in the industry and it offers QueryWizards, Online Help, and CueCards to assist the beginner and experienced report writers alike. This allows for the Report Writing function to become decentralized from the IS Department and more readily available to end users who will utilize the reports to better manage their areas.

Seamless Integration:

Crystal Reports® Runtime Version 8 is seamlessly integrated within the Pro-Filer™ application. This allows all Pro-Filer™ users to run any of our standard system reports, as well as any user-developed reports without the need to install a separate Crystal Reports® client. There is no need to purchase separate Crystal Reports® licenses for end-users who will use the Pro-Filer™ Crystal-based reports. This saves your organization considerable license fees that would otherwise be incurred.

The Pro-Filer™ reporting interface is "smart" in that it only presents reports that are related to the folder the user is requesting the report from. A significant advantage of this method is the ability to automatically send folder or form related information to the Crystal Report *(as a parameter)*, which in turn saves the user from having to manually enter the information. For example, a user might be in the Client Folder and need to run a Face Sheet Report. By selecting the Face Sheet Report from the “pop-up” reports menu, the Face Sheet would automatically be produced for the currently selected client without the need to enter the ID or any other information. This powerful feature can be utilized throughout Pro-Filer™ and become the basis by which many reports are produced without additional user input.

In addition to automatic parameter passing, the Report Menu interface is completely customizable in that you can add your own new or customized Pro-Filer™ reports and adjust or assign multiple access points from the Report Set-up tool.

End-User Deployment:

Most users interface with Crystal Reports® from within Pro-Filer™ by selecting a report from the Reports Menu available on every form and on the system toolbar. A suggested report strategy entails designing reports that allow end-user record selections via parameter prompts. By designing reports this way, a single report can have vast potential to serve multiple purposes without the need to create different reports for each "1-off" type data request. This shields the user from the actual report creation task, while allowing them a measure of control over their reporting.

We also offer “ad-hoc” record selection directly from our Reporting Interface. This powerful feature allows end-users to actually add additional "real-time" selection conditions to narrow the

results (record set) of a standard report. The changes are active only for the report session and are not saved and do not in any way modify the saved report.

When it comes to output options, Pro-Filer™ provides a selection method that is user definable within each report. Pro-Filer™ uses special "key values" embedded within a Crystal Report to determine the format to output the report through. The key values can be set via user-input *(parameters)*, which in-turn allows users to specify data export values at report generation time. This is an improvement over "hard coding" the output, which leads to multiple versions of the same report for different output requirements.

Purchasing Crystal Reports®:

Crystal Reports® is available in three versions: Standard, Professional and Developer. The additional features provided by the Professional edition are of a more technical nature such as increased native and ODBC database drivers and advanced SQL server-side reporting functions. The Professional version also ships with a 5-user Crystal Enterprise license. Enterprise is a Crystal's web-deployment tool and requires *(significant)* additional hardware/servers to deploy. It is a complex report-deployment strategy that is well beyond the needs of most companies. The Developer version provides the embeddable Crystal Reports® Engine that we have integrated into Pro-Filer™.

For purposes of creating Pro-Filer™ reports, Crystal Reports® Standard (version 8 or above) is acceptable.

(Note: if you are building reports to be used by Pro-Filer™ users from within Pro-Filer™, it is actually UNI/CARE's embedded engine that will be running the report, not your version that was used to create the report.)

Crystal includes a good end-user report creation interface known as the Report Expert. It is a software wizard that walks users step-by-step through the report creation process and provides a good introduction to report design. It includes many standard report types such as mailing label, form letter and cross-tab. By answering each of the prompted questions, the Report Expert automatically sets up the basic report layout including headers/footers, groups, sorting, totals and even graphs if requested. This feature is available in both Standard and Professional versions.

In order to determine how many Crystal Report licenses to purchase, you should count the concurrent number of staff that will be engaged in report creation for Pro-Filer™. This refers to the actual construction of the report using the Crystal Reports® Designer. That total represents the number of licenses of Crystal Reports® you should purchase.

For more detailed specifications on the features and functions of Crystal Reports®, please refer to *http://www.businessobjects.com/products/reporting/crystalreports/default.asp.*

Immediately following are sample Pro-Filer™ Reports for your review.

UNI/CARE Systems, Inc.

Literature

The enclosed literature briefly describes each software product designed to assist organizations in improving critical processes in every aspect of their business from access to care, to service planning, authorizations processing, clinical documentation, billing, accounts receivables and managed care claims processing. In addition, Pro-Filer™ facilitates the implementation of compliance monitoring, outcomes research and the implementation of best standard practices.

A demonstration will further illustrate the various methodologies offered by Pro-Filer™. To schedule a free demo, please contact sales@unicaresys.com.

CONTENTS SUMMARY

Basic Management
The Basic Management Module is a dynamic "Client Information System". It gives a company the ability to collect multi-level client demographics. It provides all necessary financial information to enhance the reimbursement process. It allows providers to view a client's profile for treatment planning.

Billing & Receivables
The Billing & Receivables Module is a valuable tool to document and enforce billing and reimbursement rules of care provided within a company. Automated functions allow for timely entry, audit, reconciliation and closing of client accounts and accounting periods.

Clinical Care
The Clinical Care Module's dynamic design allows clinical staff the flexibility needed to track and monitor total client care. It is the center of all client activity from the treatment plan, to authorization, scheduling, service recording and the information needed for accurate billing. It provides clinical staff with a multi-disciplinary treatment plan overview designed to coordinate comprehensive clinical care. Treatment team management provides secure client information. Service activity and progress notes are derived from the treatment plan.

Scheduling
The Scheduling Module provides a company with the ability to build flexible schedules for Providers and Locations. The simple one step process allows the users to define office hours, recurring scheduling patterns, and provider scheduling interacting with location schedules. Resource scheduling offers a unique feature for scheduling meeting rooms, vehicles, equipment and many other user defined needs. On screen viewing gives an overview of all Providers and Co-providers scheduled within a location.

Census
The Census Module is designed specifically to enhance the ability to monitor the census activity and history of inpatient units, residential facilities and other similar treatment settings. A unique census-recording feature allows a company to set and run census charges by selected timetables. It also provides the ability to schedule an admit, admit to unit and bed, schedule or document leaves of absence and monitor transfers and discharges.

CONTENTS SUMMARY

Referral Development
The Referral Development Module is designed to serve as a multidirectional system to assist in building a dynamic referral database to track referrals, monitor cost/outcome ratios, monitor frequency of contract for potential referrals, and develop overall company referral profiles. It allows for development of key referral companies by location, area of expertise and contact.

Managed Care
The Managed Care Module is a valuable tool used to bridge the gap between an organization providing managed care services and a provider of care contracting to deliver services. The ability to review contract requirements and authorizations allows a company to make informed decisions relating to total client care.

Network Development
The Network Development Module is designed to assist with network contracting functions. The ease of contract administration allows for in-depth review of important information relating to provider paneling, variable contract rate structure based on payor source, provider class and credentials. With access to this important information, a company has unlimited ability to satisfy client care requirements.

Claims Processing
The Claims Processing Module is a significant addition to the Managed Care Module. It provides an organization with the ability to adjudicate claims payment according to specific detailed benefits and rate rules. Easy access to provider information allows reliable resolution to claim disputes.

Public Health Management
The Public Health Management Module is designed for the organization providing a diverse array of health services within a collaborative environment to promote the health and well being of the general population. The module provides an organization with the ability to track and develop standards for such services as family planning, infant and maternal care, school health, immunizations, health prevention and the control of communicable diseases.

Clinical Orders
The Clinical Orders Module is a valuable tool to document and track ancillary orders, dispensing medication, pharmacy information and informed consents. With these unique features, clinicians can integrate orders with treatment plans, measure order specific outcomes, structure contracts by medication use and maximize outcome-based reimbursements.

Outcomes
The Outcomes Module provides the user with the ability to include and use instruments and assessments to meet clinical, fiscal, structural and process outcome measurement and reporting needs. Its design allows for maximum customization to assist the need for using a unified database.

CONTENTS SUMMARY

Quality Management
The Quality Management Module is a comprehensive tools that focuses on providing a company with the ability to document and develop an action plan for follow-up on grievances, incidents reporting and issues relating to an organization, a program, a clinical provider or a client. It provides the ability to create reminders for critical follow-up compliance.

Family Care
The Family Care Module is designed to focus on companies providing Foster/Residential Care, Adoption and Day Care Service for families and children. The module provides the ability to document family structures, track movement of clients within the company, and monitor federal/state/local licensing and compliance rules. A unique service-recording feature allows a company to set and run service charges by selected timetables.

Pro-Filer™ Web Access
The UNI/CARE Pro-Filer™ system is a multi-tiered application solution, featuring both scalable and independent Database, Business Rules and Presentation (client) services. These services are tightly integrated within the Pro-Filer application framework.

BASIC MANAGEMENT

The Basic Management Module is a dynamic "Client Information System". It gives a company the ability to collect multi-level client demographics. It provides all necessary financial information to enhance the reimbursement process. It allows providers to view a client's profile for treatment planning. The many powerful features of this module will provide a company with valuable client based information for daily business functions.

Administrative Benefits:

- Process multi-company information
- Produce profiles for:
  - Provider
  - Cost Center
  - Payor
- Monitor productivity
- Integrate to-do lists with MAPI
- Standard online reports

Clinical Benefits:

- Search for client by multiple lookup features
- Assign multiple unique identifiers
- Document client profile:
  - Gather demographics
  - Gather financials
  - Create family networks
- Document clinical profile:
  - Assign treatment modality
  - Develop plan of service
  - Admit to multiple programs
  - Record services and progress notes
  - Perform discharge
- Comply with pre-defined workflow by:
  - Provider type
  - Treatment phase
- Monitor documentation requirements

Reimbursement Benefits:

- Review eligibility for reimbursement
- Record information on:
  - Employment
  - Policy holder
  - Funding sources
- Develop benefits/co-pay profiles
- Monitor coordination of benefits
- Produce sliding fee scales

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BILLING & RECEIVABLES

The Billing and Receivables Module is a valuable tool to document and enforce billing and reimbursement rules of care provided within a company. Automated functions allow for timely entry, audit, reconciliation and closing of client accounts and accounting periods. The many powerful features of this module will provide a company with valuable financial information for daily business functions.

Administrative Benefits:

- Track Accounts Receivable
- Produce financial reporting
- Use as a budgeting tool
- Provide information for integration to 3rd party general ledger system
- Track rate of reimbursement
- Facilitate financial auditing
- Standard online reports

Clinical Benefits:

- Withhold billing until completion of service progress notes
- Provide service information necessary for payor specific auditing
- Review benefits to maximize client care
- Review payor rules to maximize reimbursement

Reimbursement Benefits:

- Perform account review by:
  - Client financial assessment
  - Multiple sliding fee scale tracking
  - Current and historical insurance information
- Manage multiple billing formats:
  - Invoicing
  - Industry standard paper forms
  - Industry standard electronic formats
- Manage insurance billing rules:
  - CPT, revenue and payor specific bill coding
  - Multiple diagnoses formats including ICD-9 and DSM IV
  - Billing and expected payment rates
- Process electronic reimbursements received from payors
- Use automated account adjustments
- Process client statements
- Process statements to multiple locations
- Process 3rd party vendor statements:
  - Paper form
  - Electronic
- Track payor and client collection

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CLINICAL CARE

The Clinical Care Module's dynamic design allows clinical staff the flexibility needed to track and monitor total client care. It is the center of all client activity from the treatment plan, to authorization, scheduling, service recording and the information needed for accurate billing. It provides clinical staff with a multi-disciplinary treatment plan overview designed to coordinate comprehensive clinical care. Treatment team management provides secure client information. Service activity and progress notes are derived from the treatment plan. The many powerful features of this module will provide a company with valuable clinical information for daily business functions.

Administrative Benefits:

- Monitor utilization of care
- Project cost of care
- Insure required clinical documentation
- Facilitate meeting third party requirements
- Evaluate clinical performance
- Standard online reports

Clinical Benefits:

- Facilitate access to clinical standards
- Integrate clinical and outcome assessments
- Provide links among diagnosis, problem/needs, goals, objectives and interventions
- Structure treatment team and plan services by cost center
- Link service with appropriate staff certification
- Allow for comprehensive treatment plan review
- Link scheduled clinical staff reviews to Outlook task management
- Link projected and current outcomes to review

Reimbursement Benefits:

- Benefit Wizard gives access to:
  - Client benefits
  - Deductible and out of pocket expenses
- Provide authorization information
- Monitor contract utilization
- Provide audit trail for billing
- Link progress note to service as required by third party payor
- Display CPT code, billing diagnosis and place of service as required by third party payor

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SCHEDULING

The Scheduling Module provides a company with the ability to build flexible schedules for Providers and Locations. The simple one step process allows the user to define office hours, recurring scheduling patterns, and provider scheduling interacting with location schedules. Resource scheduling offers a unique feature for scheduling meeting rooms, vehicles, equipment and many other user defined needs. On screen viewing gives an overview of all Providers and Co-providers scheduled within a location. The many powerful features of this module will provide a company with valuable information for daily business functions.

Administrative Benefits:

- Help monitor:
  - Productivity
  - Resources
  - Time management
  - No-show and canceled appointments
  - Projected reimbursements
- Review scheduling practices
- Build productivity standards
- Set guidelines for clinical practice
- Facilitate staff and management meetings
- Allow for central scheduling
- Standard online reports

Clinical Benefits:

- Define scheduling needs and recurring patterns
- Facilitate the use of practice guidelines
- Relate service scheduling to the treatment plan
- Assist clinical staff to conform to clinical standards
- Facilitate clinical staff time management and self productivity monitoring
- Review client appointment history
- Appointment search by clinical staff or client
- On screen scheduling viewing by day, week or month
- Coordinate treatment team provision of care

Reimbursement Benefits:

- Benefit Wizard gives access to:
  - Client benefits
  - Deductible and out of pocket expenses
- Provide authorization information
- Monitor contract utilization
- Provide audit trail for billing

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CENSUS

The Census Module is designed specifically to enhance the ability to monitor the census activity and history of inpatient units, residential facilities and other similar treatment settings. A unique census-recording feature allows a company to set and run census charges by selected timetables. It also provides the ability to schedule an admit, admit to unit and bed, schedule or document leaves of absence and monitor transfers and discharges. The many powerful features of this module will provide a company with valuable information for daily business functions.

Administrative Benefits:

- Manage admissions, discharges and transfers
- Analyze units productivity
- Monitor occupancy ratio
- Analyze utilization of services by episode

Clinical Benefits:

- Schedule events:
  - Pre-admissions
  - Admissions
  - Transfers
  - Authorized and unauthorized leave of absence
  - Discharge
- Match bed selection by selected criteria:
  - Demographic
  - Treatment modality
- Perform admissions to available beds
- Coordinate with treatment plan
- Coordinate with discharge plan

Reimbursement Benefits:

- Monitor authorizations and length of stay
- Analyze utilization by payor and financial class
- Manage treatment modality per diem charges by unit and bed
- Set and run census charges by selected timetables
- Review and post automated census

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REFERRAL DEVELOPMENT

The Referral Development Module is designed to serve as a multidirectional system to assist in building a dynamic referral database to track referrals, monitor cost/outcomes ratios, monitor frequency of contract for potential referrals, and develop overall company referral profiles. It allows for development of key referral companies by location, area of expertise and contact. The many powerful features of this module will provide a company with valuable information for daily business functions.

Administrative Benefits:

- Analyze referral patterns
- Review reason for non-admission to company
- Monitor registration conversion ratio
- Perform retrospective review of community needs for future resource planning
- Contract management with referral company:
  - Negotiate contracts
  - Monitor profitability
  - Evaluate pricing and renewal strategies
  - Structure multiple authorization types
  - Monitor contract utilization
  - Renegotiate contracts
- Manage internal and external referrals
- Monitor follow-up for discharge referrals
- Standard online reports

Clinical Benefits:

- Review of referral agencies:
  - Areas of expertise
  - Occupancy ratio
  - Waiting list patterns
- Receive and review referral information:
  - Problem list
  - Problem disposition
  - Review reminders interfaced with MAPI
  - Disposition outcome
- Allow for referral guidelines and admission criteria

Reimbursement Benefits:

- Document payor information
- Review eligibility for reimbursement
- Monitor conversion ratios and referral potentials

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MANAGED CARE

The Managed Care Module is a valuable tool used to bridge the gap between an organization providing managed care services and a provider of care contracting to deliver services. The ability to review contract requirements and authorizations allows a company to make informed decisions relating to total client care. The many powerful features of this module will provide a company with valuable information for daily business functions.

Administrative Benefits:

- Financial planning
  - Use as a budgeting tool
  - Track Accounts Receivables
  - Track the value of outstanding authorization
  - Perform productivity analysis
- Contract management
  - Negotiate contracts
  - Monitor profitability
  - Evaluate pricing and renewal strategies
  - Structure multiple authorization types
  - Monitor contract utilization
  - Renegotiate contracts
- Standard online reports

Clinical Benefits:

- Review benefits during treatment planning
- Relate service plan to authorization
- Remind of subsequent authorization
- Document authorization utilization
- Perform retrospective analysis of authorized versus provided treatment

Reimbursement Benefits:

- Use Benefit Wizard to give access to:
  - Client eligibility and benefits
  - Deductible, co-pay and other out-of-pocket expenses
- Bill authorized services
- Optimize rate of reimbursement
- Monitor coordination of benefits
- Track information necessary for resubmission and appeals

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NETWORK DEVELOPMENT

The Network Development Module is designed to assist with network contracting functions. The ease of contract administration allows for in-depth review of important information relating to provider paneling, variable contract rate structure based on payor source, provider class and credentials. With access to this important information, a company has unlimited ability to satisfy client care requirements. The many powerful features of this module will provide a company with valuable information for daily business functions.

Administrative Benefits:

- Contract management
  - Develop and maintain provider networks
  - Perform contract negotiation
  - Structure in or out of network agreements
- Provider profiling
  - Initiate credentialing
  - Document areas of expertise
  - Develop provider ratings
  - Search for appropriate provider using pre-defined criteria
- Standard online reports

Clinical Benefits:

- Monitor credentials
- Monitor client satisfaction rating
- Review provider paneling requirement during treatment planning

Reimbursement Benefits:

- Manage multiple rate schedules by:
  - Payors
  - Services
  - Provider class
  - Company/Location
- Manage sub-contracted provider reimbursements
- Bill authorized services
- Optimize rate of reimbursement
- Monitor coordination of benefits
- Track information necessary for resubmission and appeals

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CLAIMS PROCESSING

The Claims Processing Module is a significant addition to the Managed Care Module. It provides an organization with the ability to adjudicate claims payment according to specific detailed benefits and rate rules. Easy access to provider information allows reliable resolution to claim disputes. The many powerful features of this module will provide a company with valuable information for daily business functions.

Administrative Benefits:

- Financial planning
  - Use as a budgeting tool
  - Track Accounts Payable
  - Track the value of outstanding authorization
  - Review IBNR claims
- Contract management
  - Monitor profitability
  - Evaluate pricing and renewal strategies
  - Monitor contract utilization
  - Renegotiate contracts
- Standard online reports

Clinical Benefits:

- Produce EOB reports
- Process of appeals and grievances
- Monitor turn around time on claim payments
- Update utilization in client benefit records
- Service providers through an online view of claim status

Reimbursement Benefits:

- Manage cash flow
- Pay providers based on contract type/provider type
- Develop user defined adjudication rules
- Produce error reports
- Adjust claims
- Use of integrated check writer
- Process denials
- Produce EDI

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PUBLIC HEALTH

The Public Health Management Module is designed for the organization providing a diverse array of health services within a collaborative environment to promote the health and well being of the general population. The module provides an organization with the ability to track and develop standards for such services as family planning, infant and maternal care, school health, immunizations, health prevention and the control of communicable diseases.

- Immunizations
- Preventative Health
- Family Profiles
- Case Management
- WIC
- Environmental Health
- STD/HIV Preventative/Education
- Prenatal/Parenting Support

The Public Health Management Module is integrated with the full suite of Pro-Filer™ modules to provide the necessary tools for public health staff to coordinate services for the assessment and treatment of illnesses balanced with services that promote health and preventive disease management.

Administrative Benefits:

- Monitor regulatory requirements:
  - Federal
  - State
  - Local
- Monitor staffing requirements:
  - Continuing education
  - Licensure
- Facility profiles
- Standard online reports

Clinical Benefits:

- Create client/family profiles
- Monitor treatment compliance
- Immunization and medication management
- Enhancement of service coordination between disciplines
- Monitor referral and after-care
- Staff schedules linked to Outlook
- Public health express for field staff

Reimbursement Benefits:

- Review eligibility for reimbursement
- Produce ability to pay scales
- Perform client financial assessments
- Monitor grant funding
- Monitor and track voucher supported programs/services
- Manage multiple billing formats
- Track payor and client collection
- Track accounts receivable
- Process 3rd party vendor/insurance statements
  - Paper
  - Electronic

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CLINICAL ORDERS

The Clinical Orders Module is a valuable tool to document and track ancillary orders, dispensing medication, pharmacy information and informed consents. With these unique features, clinicians can integrate orders with treatment plans, measure order specific outcomes, structure contracts by medication use and maximize outcome-based reimbursements. The many powerful features of this module will provide a company with valuable clinical information for daily business functions.

Administrative Benefits:

- Provides assistance with:
  - Pharmacy inventory reporting
  - Pharmacy inventory monitoring
- Measure order-specific outcomes
- Perform quality management
- Evaluate physician performance
- Produce user defined reports
- Standard online reports

Clinical Benefits:

- Structure individualized patient records
- Monitor and document:
  - Medications
  - Actions
  - Labs
  - Procedures
  - Allergies
- Track:
  - Dispensing medication
  - Pharmacy information
  - Informed consent
  - Patient and drug sensitivity
- Monitor history of all orders
- Integrate with treatment plan
- Monitor and report order reviews

Reimbursement Benefits:

- Use Benefit Wizard to give access to:
  - Client eligibility and benefits
  - Deductible, co-pay and other out-of-pocket expenses
- Structure contracts by medication use
- Optimize the use of auditable records
- Submit data by electronic format
- Maximize outcome based reimbursement
- Reduce over productivity losses

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OUTCOMES/ASSESSMENTS

The Outcomes/Assessments Module provides the user with the ability to include and use instruments and assessments to meet clinical, fiscal, structural and process outcome measurement and reporting needs. Its design allows for maximum customization to assist the need for using a unified database. The many powerful features of this module will provide a company with valuable information for daily business functions.

Administrative Benefits:

- Compare clinical staff performance
- Evaluate program effectiveness
- Establish efficiency monitoring
- Develop fiscal and structural standards
- Maximize effective resource allocation
- Collect, categorize, and classify data for Utilization Management
- Evaluate and analyze data for Utilization Review
- Standard online reports

Clinical Benefits:

- Optimize the use of nationally recognized and standardized instruments
- Include user defined assessments in client records
- Online and real time network access
- Individualize case reports
- Aggregate data
- Compare to benchmark data
- Perform analysis easily using a unified database design
- PDA technology:
  - Perform field based assessments
  - Transfer data with one step synchronization
  - Transmit records via electronic or infrared technology

Reimbursement Benefits:

- Comply with mandatory requirements
- Support requests for funding increases

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QUALITY MANAGEMENT

The Quality Management Module is a comprehensive tool that focuses on providing a company with the ability to document and develop an action plan for follow-up on grievances, incidents reporting and issues relating to an organization, a program, a clinical provider or a client. It provides the ability to create reminders for critical follow-up compliance. The many powerful features of this module will provide a company with valuable information for daily business functions.

Administrative Benefits:

- Develop user defined tables:
  - Status codes
  - Priority codes
  - Staff
  - Category
- Receive automated notifications by email
- Perform advanced searches for specific incidents
- Assign incidents by:
  - Individual staff
  - Supervisor follow-up
  - Client
  - Provider
  - Cost Center
- Track individual status for external and internal review
- Monitor resolutions
- Standard online reports

Clinical Benefits:

- Assign to staff
- Perform staff follow-up
- Develop quality measures
- Monitor completion dates
- Track incidents:
  - Updates
  - Multiple follow-ups
- Group incidents
- Multilevel documentation
- Monitor follow-up dates
- Develop action plans

Reimbursement Benefits:

- Track staff productivity
- Record client insurance information

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FAMILY CARE

The Family Care Module is designed to focus on companies providing Foster/Residential Care, Adoption and Day Care service for families and children. The module provides the ability to document family structures, track movement of clients within the company, and monitor federal/state/local licensing and compliance rules. A unique service-recording feature allows a company to set and run service charges by selected timetables.

Administrative Benefits:

- Monitor provider requirements:
  - Licensing standards and renewal
  - Multiple clearance review tracking
  - Continual education training
  - Family/Household documentation
- Profile for Client/Family
- Track available placement
- Productivity monitoring
- Track compliance of federal food programs
- Standard online reports

Clinical Benefits:

- Track client movement within a company
- Monitor compliance time frame relating to placement goal
- Track client/family medical history for adoption process
- Monitor legal proceeding
- Coordinate family visitation

Reimbursement Benefits:

- Provide method of payment for providers
- Review payor eligibility
- Perform invoice billing
- Track payor and client collection

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REPORT WRITER

UNI/CARE Systems, Inc. has designed Pro-Filer with an open structure design using Microsoft's® SQL database allowing organizations to use a variety of ODBC compliant Report Writers. UNI/CARE Systems, Inc. recommends the usage of highly recognized Report Writers such as Business Objects® Crystal Reports and Microsoft® Access. Their ease of use is unmatched in the industry and they offer QueryWizards, Online Help, and CueCards to assist the beginner and experienced report writers alike. This allows for the Report Writing function to become decentralized from the IS Department and more readily available to end users who will utilize the reports to better manage their areas.

Report Types:

- Multiple section reports
- Subreports
- On-demand subreports
- Conditional reports
- Query reports
- TopN reports
- Drill Down Reports

Report Creation:

- Add-ins for Microsoft Excel and Access
- Automatic report creation with report experts
- Import pre-formatted test (HTML and RTF)
- Document Import Tools
- Link tables using a graphical interface
- Map fields between databases

Formatting & Design:

- Automatic styles, auto-arrange fields, ruler, drag and drop
- Line drawing, box drawing
- Conditional font formatting
- Format Editor
- Enhanced undo, redo
- Multiple detail sections
- OLE drag & drop between windows
- User-defined ToolTips for tools and report objects
- Running total experts
- TopN, bottomN sorting
- Sort and subtotal in ONE step
- Parameter fields
- Basic-like syntax in Formula Language
- User-defined functions
- Select records intuitive query interface

Web Reporting:

- DHTML Report Viewer
- ASP Server Component
- Web Component Server
- Store, update and save reports directly to a web folder on a web server
- Ad hoc query and analysis

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PRO-FILER™ WEB ACCESS

TECHNOLOGY DESCRIPTION

The UNI/CARE Pro-Filer™ system is a **multi-tiered** application solution, featuring both **scalable** and independent Database, Business Rules and Presentation *(client)* services. These services are tightly integrated within the Pro-Filer™ application framework.

The Pro-Filer™ web-enabled solution is simply an **extension** of the Presentation service (or client) that enables Microsoft Internet Explorer to function as the Pro-Filer™ client, **without** the need for the typical client installation process.

The Pro-Filer™ web-client is a "plug-in" that **automatically** installs itself upon first usage. The fully functioning Pro-Filer™ client then runs within MS Internet Explorer through the use of Web portal technology.

We chose this approach to web-enable the Pro-Filer™ client since it provided a number of competitive advantages over the traditional HTML form-based access including:

- **real-time** update of information displayed for immediate viewing.
- does not use HTTP, Java, or ASP web pages that are static *(essentially off-line)* in nature.
- all the same **high security** and **dynamic form interaction** of a Visual C++ client application.
- **full functionality** of a client-server application that would not be possible in a standard web page design *(the full power of Visual C++ versus usual web forms composed of HTML and Java)*.
- dynamic usage of Microsoft's NT domain model for **secure transaction processing.**

WEB-ACCESS REQUIREMENTS

The Pro-Filer™ application can **easily be web-enabled** by adding the following components:

1. A Windows 2000 Server running the following services:
   - Internet Information Services 5.0
   - Terminal Services
   - Windows 2000 Terminal Services Internet Connector license
2. For the each client:
   - Internet Explorer 5.5 or higher
   - An Internet connection of about 20kbps per user

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Sample Reports

Below is the Special Edition of the Pro-Filer™ Sample Reports Library. The Pro-Filer™ Sample Reports Library is the official source from UNI/CARE Systems, Inc. for delivering pre-created *Crystal Reports. This set contains over 30 professional crafted *Crystal Reports designed to meet your organization's needs. Included in this library are reports related to Providers, Admission and Discharge statistics, Caseloads, Referral Sources and many more.

If you have any questions or require additional information, please contact UNI/CARE at 941-954-3403 or email unicaresys@unicaresys.com.

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Reports Listed in Alphabetical Order

Admission By Payor By Date:
This report lists client episode admissions by primary payor for a selected date range. Includes a total for each payor and a graph showing a summary for all payors.

Admit/Discharge – Daily:
This report lists client episode admissions for a selected date range. Includes counts for admissions and discharges as well as total patient days and average length of stay for discharges. Also includes SSN, DOB, and gender. It includes a total count and **daily** graphical summary for admissions and discharges.

Admit/Discharge – Monthly:
This report lists client episode admissions for a selected date range. Includes counts for admissions and discharges as well as total patient days and average length of stay for discharges. Also includes SSN, DOB, and gender. This report includes a total count and monthly graphical summary for admissions and discharges.

Admit/Discharge By Date Range:
This report lists client episode admissions for a selected date range. Includes counts for admissions and discharges as well as total patient days and average length of stay for discharges. Also includes SSN, DOB, and gender.

Auths: Days Remaining:
This report lists active authorizations by client and by payor that will expire within a user-selected number of days. Includes client name and ID, authorizing payor, payor's authorization number, date of authorization, Pro-Filer Authorization Answer ID, and the Pro-Filer Authorization Request ID. In addition, the report lists the authorized planned service location and cost center. For each authorization, the report lists the service item, the authorization period, the number of units authorized, the number of units used, and the remaining authorizations.

Auths: Units Remaining:
This report lists active authorizations by client and by payor that have a user-selected number of units remaining. It includes client name and ID, authorizing payor, payor's authorization number, and date of authorization, Pro-Filer Authorization Answer ID, and the Pro-Filer Authorization Request ID. In addition, the report lists the authorized planned service location and cost center. For each authorization, the report lists the service item, the authorization period, the number of units authorized, the number of units used, and the remaining authorizations.

Auto Attach Authorization Report
This report lists authorizations that have been automatically attached to recorded services through the Auto Attach SQL script. Auto attached authorizations are listed by cost center location and client. The report lists the recorded start date/time, the recorded service description, the date/time the auto attach occurred, and the number of authorization units attached to the recorded service.

Client Appointment List:

Comprehensive report for a specific client that contains demographics, addresses, phone numbers, family information, alerts, identifiers, diagnosis, payors, referral information, employment, cost centers, and contacts. Company-specific codes must be substituted for the codes that are defaulted in the report. Refer to the *Face Sheet Documentation* file for detailed setup information.

Client Appointment List by Location:

This report lists all appointments for selected period of time by company location. It includes the client name, date and time, planned service, primary provider, location, and appointment type (individual, group, provider activity, appointment hold).

Client Face Sheet:

Comprehensive report for a specific client that contains demographics, addresses, phone numbers, family information, alerts, identifiers, diagnosis, payors, referral information, employment, cost centers, and contacts. Company-specific codes must be substituted for the codes that are defaulted in the report. Refer to the *Face Sheet Documentation* file for detailed setup information.

Client Financial Analysis:

This report will pull individual client financial data similar to the information considered by the Benefits Wizard. This report is used by staff to provide a quick and clear picture of a client's financial status, balance, and benefits. Financial data that is included are:

Client Medical:

This report lists all allergies and reaction and severity for the current client.

Client Payment Receipt:

This report creates a Client Payment Receipt from a newly created Payment Record. The section on the bottom is for the "Next Appointment".

Client Planned Services:

Lists all planned services in active cost centers by client. Data includes, planned service, planned units, begin and end dates, and credentials.

Client Statements Summary V1-0:

The Client Statement Summary report gives a summary of all clients who should receive a statement for the report period. The report uses the same selection criteria as the Client Statements with the exception of no "Receive Statement" address is needed. This report will identify clients with a self pay balance but no "Receive Statement" address on file. The report also gives a report total of Client Self Pay balance due.

Client Treatment Plan:

Prints the entire treatment plan for a client including all components that have been related using the Clinical Standards Wizard (or manually associated in the Multi-Disciplinary Summary). Components include Problem, Goal, Objective, and Intervention.

Clients Statements V7-0:
The Client Statement report generates bills from the Client's self pay revenue lines. This version of client statements also reports client's insurance activity that occurred during the current statement period. The report can be run for an individual client or for all clients. The report determines the Client's balance forward amount (a summary total of all self-pay activity before the Statement Period Starting Date). It then lists all of the Client's current activity and provides the Client's Total Balance due. The report also has an aging view on the bottom of the statement. For customers that use Client Claim Balance Forward amounts from previous systems, a section has been added at the beginning of the statement to list the detail history of these balances.

Cost Center Admission Summary:
Lists cost center admissions within a selected date range and includes client name, admission date, discharge date, and length of stay. It includes a cross-tab showing the admission totals for each cost center by month.

Cost Center Admissions By Date Range:
Lists cost center admissions within a selected date range for a specified client. It includes admission date, admission provider, SSN, and DOB. It also includes a bar chart showing the admission totals for each cost center.

Cost Center Discharge:
Lists cost center discharges within a selected date range for all clients. It includes admission date, discharge date, and length of stay. It also includes a cross-tab showing the discharge totals for each cost center by month.

Cost Center Locations Admission Payor Mix:
This report displays the number of Client Cost Center Location admissions by payor type for each company location. It also shows the percentage of admissions by payor type for each company location. The payor type is determined by the client's rank 1 payor associated at the episode level. If the client has no rank 1 payor associated to the episode level, the client is assumed to be self-pay. This report is designed to report the last full month and backward for 12 months.

Cost Center Admissions- All Clients:
Lists cost center admissions within a selected date range for all clients. It includes admission date, admission provider, SSN, and DOB. It also includes a bar chart showing the admission totals for each cost center.

Current Authorizations:
This report lists active authorizations by client and by payor. Includes client name and ID, authorizing payor, payor's authorization number, date of authorization, Pro-Filer Authorization Answer ID, and the Pro-Filer Authorization Request ID. In addition, the report lists the authorized planned service location and cost center. For each authorization, the report lists the service item, the authorization period, the number of units authorized, the number of units used, and the remaining authorizations.

Current Pre-Planned Authorizations:
This report lists active pre-planned authorizations by client and by payor. It includes client name and ID, authorizing payor, payor's authorization number, Pro-Filer Authorization Answer ID, and the Pro-Filer Authorization Request ID. For each authorization, the report lists the authorization period and the number of units or total dollars authorized.

Daily Service Report A:
This report provides a list of recorded services within a selected date range. Sorts recorded services by date of data entry and cost center. Lists client name, service, service date, units, primary provider, place of service, delivery method, billing diagnosis, and designates if the service was clinically signed and/or billing signed. This report totals services by company, cost center, and service.

Episode Admissions:
This report lists episode admissions within a selected date range for all clients and sorts by company. It includes admission date, admission provider, SSN, and DOB. It also includes a bar chart showing the admission totals for each company.

Initial No Show Rate Report:
This report tracks the number of client's who missed their first scheduled appointment. The report looks for the first appointment after the client location/cost center admission date. It gives a total number of all appointments regardless of status. Then the report looks at the appointment status and counts "Missed" appointment statuses. The report then gives the percent of missed appointments compared to total number of appointments. The report is grouped by company location / Provider.

Ongoing No Show Rate Report:
This report tracks the number of client's who missed an appointment. It gives the total number of appointments by month/year for the past 12 months. All appointments regardless of status are counted in the total number of appointments. Then the report looks at the appointment status and counts "Missed" appointment statuses. The report then gives the percent of missed appointments compared to total number of appointments. The report is grouped by company location / Provider.

Prescription – OLE:
Prints a prescription for a client's medication added in the Medications folder.

Previous Cost Center Admissions By Client:
This report lists prior cost center admissions for a specified client. This report includes admission date, admission provider, admission reason, and length of stay, SSN, and DOB. Includes address and demographic data.

Previous Episode Admissions By Client:
This report lists prior episode admissions for a specified client. Includes admission date, admission provider, admission reason, length of stay, SSN, and DOB. It includes address and demographic data.

Progress Notes:
Lists progress notes for a specified client and a specified period of time for a recorded service. Includes service, primary provider, service date, and note narrative. If there is no note for a recorded service, the report specifies that there is a missing note.

Provider Caseload:
This report lists active clients under their caseload provider and cost center. It also lists clients, DOB, SSN, cost center location admission date, and treatment plan diagnosis. It provides a bar chart that sums total caseload by provider by cost center.

Provider Caseload Payor Mix:
This report tracks the actual payor mix of each provider's active caseload. An active caseload is defined as a client who has received a service within the given month reported. The payor type is determined by the client's rank 1 payor associated at the episode level. If the client has no rank 1 payor associated to the episode level, the client is assumed to be self-pay. This report is designed to report the last full month and backward for 12 months.

Provider Credentials:
It lists active providers with their credential, degrees\licenses\certifications, and languages. It includes demographics, provider type, and username.

Provider Information Report v 1-2:
This report prints all of the information within the Profile of Provider form in Pro-Filer. The report can print all providers or select providers by entering a "Starts With Value". The report also has a parameter allowing the user to choose which "Form Tabs" information should be printed.

Provider Phone List:
This report lists active phone numbers for active providers. It includes provider, phone number, and extension.

Provider Revenue Productivity:
This is a summary report that shows the total recorded service units and revenue. It groups the services by Provider, Payor Type and Month/Year the service was provided. The report has parameters allowing the user to set up the report in a number of different ways. The report also has drill down capabilities explained in more detail below. The report allows the user to select recorded services either by the recorded service date or the revenue line posted date stamp. . The revenue line containing "revenue" determines the payor type.

Provider Task List
This report lists tasks, clinical tasks, and auto tasks for the logged in provider. Includes task subject, task body (narrative), creating provider, start date, due date, completion date, and completion percentage.

Provider Timeliness of Service Recording:

This is a summary report that compares the recorded service date with the date the service was actually entered into the Pro-Filer system. It groups the services by Provider and Month/Year the service was provided. The report gives the total number of recorded services and the average "Date To Enter". The report has a parameter allow the report to be based upon the primary provider of the service or the provider who actually entered the service. The service entry date will be from the recorded service created date. This is the system date when the service was entered into the Pro-Filer system.

Referral Face Sheet:

Comprehensive report for a specific client that contains detailed referral information, demographics, addresses, phone numbers, family information, alerts, payors, and contacts. Company-specific codes must be substituted for the codes that are defaulted in the report. Refer to the *Face Sheet Documentation* file for detailed setup information.

Revenue Targets By Payor- Location:

This report gives the total recorded service units and revenue grouped by Company Location / Payor Type by date. The report allows the user to select recorded services either by the recorded service date or the revenue line posted date stamp. . The revenue line containing "revenue" determines the payor type.

Service Activity Log:

Lists client planned services for the caseload provider and allows providers to record services. For each cost center, the report lists clients, planned services, total units planned, and total units recorded. This report provides fields to input the service start time, end time, place of service, and notes.

Table Maintenance Listing V3:

This report will print the Maintenance Table values and Cross References. Users can select a Parameter Value of "ALL" to print a report of all tables or select individual table names.

Top Ten Diagnoses:

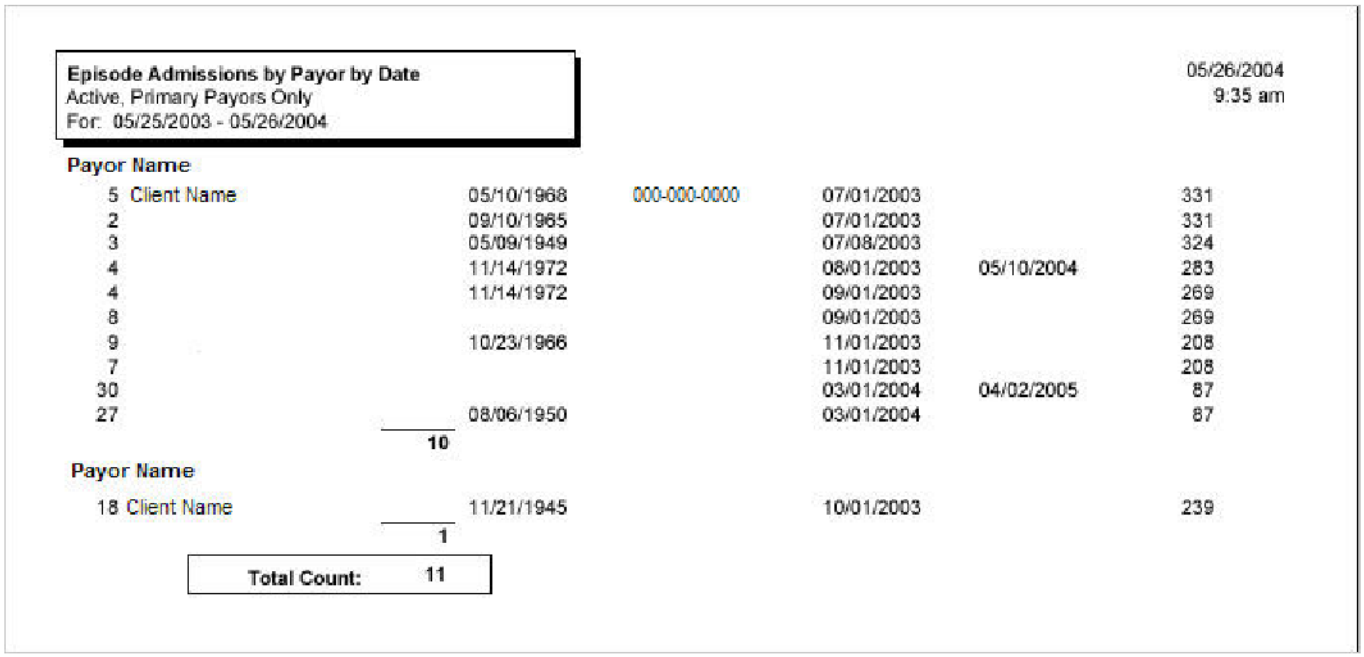
This report shows the Top 10 Axis1 diagnoses in the given reporting month. The report is based off of the recorded services within the reporting month. If the recorded services have an Axis 1 diagnosis associated with it, that diagnosis is used. If the recorded service is for a self-pay client and no Axis 1 diagnosis was associated with the service, the report will use the rank 1, axis 1 diagnosis associated at the treatment plan. This report also uses "drill down" capability to provide a "service profile" for each of the diagnoses listed.

Admission by Payor by Date

Purpose of Report

This report lists client episode admissions by primary payor for a selected date range. Includes a total for each payor and a graph showing a summary for all payors

Sample Report Output:



Episode Admissions by Payor by Date
Active, Primary Payors Only
For: 05/25/2003 - 05/26/2004

05/26/2004
9:35 am

Payor Name						
5	Client Name	05/10/1968	000-000-0000	07/01/2003		331
2		09/10/1965		07/01/2003		331
3		05/09/1949		07/08/2003		324
4		11/14/1972		08/01/2003	05/10/2004	283
4		11/14/1972		09/01/2003		269
8				09/01/2003		269
9		10/23/1966		11/01/2003		208
7				11/01/2003		208
30				03/01/2004	04/02/2005	87
27		08/06/1950		03/01/2004		87
	10					
Payor Name						
18	Client Name	11/21/1945		10/01/2003		239
	1					

Total Count: 11

Admit / Discharge By Date Range

Purpose of Report

This report lists client episode admissions for a selected date range. Includes counts for admissions and discharges as well as total patient days and average length of stay for discharges. Also includes SSN, DOB, and gender.

Sample Report Output:

Admission/Discharge Report
For: 05/26/2003 - 05/26/2004

05/26/2004
10:13 am

ID	Name	SSN	DOB	Gender	Admit	Discharge	LOS
ADMISSIONS							
5	Client Name	000-000-0000	05/10/1968	Male	07/01/2003		331
2			09/10/1965	Male	07/01/2003		331
3			05/09/1949	Male	07/08/2003		324
4			11/14/1972	Female	08/01/2003	05/10/2004	283
9			10/23/1966	Male	09/01/2003		269
4			11/14/1972	Female	09/01/2003		269
4			11/14/1972	Female	09/01/2003		269
8					09/01/2003		269
7					09/01/2003		269
18			11/21/1945	Male	10/01/2003		239
9			10/23/1966	Male	11/01/2003		208
12					11/01/2003		208
13					11/01/2003		208
14					11/01/2003		208
15					11/01/2003		208
6			04/16/1970	Male	11/01/2003		208
16					11/01/2003		208
7					11/01/2003		208
5			05/10/1968	Male	12/01/2003		178
28				Male	03/01/2004		87
26				Female	03/01/2004		87
21			09/13/1960	Male	03/01/2004		87
29			03/26/2004	Male	03/01/2004		87
24					03/01/2004		87
30				Female	03/01/2004	04/02/2005	87
22				Female	03/01/2004		87
23					03/01/2004		87
27			08/06/1950	Male	03/01/2004		87
29			03/26/2004	Male	04/01/2004		56
12					04/08/2004		49
35			05/21/1940	Male	05/01/2004		26
20				Female	05/01/2004		26
34				Female	05/01/2004		26

Total Admissions: 33

DISCHARGES							
4	Client Name	000-000-0000	11/14/1972	Female	08/01/2003	05/10/2004	283

Total Patient Days: 283
/ Total Discharges: 1
Average Length of Stay for Discharges: 283

Admit / Discharge – Daily

Purpose of Report

This report lists client episode admissions for a selected date range. Includes counts for admissions and discharges as well as total patient days and average length of stay for discharges. Also includes SSN, DOB, and gender. It includes a total count and daily graphical summary for admissions and discharges.

Sample Report Output:

Daily Admission/Discharge Report
For: 05/26/2003 - 05/26/2004

05/26/2004
10:09 am

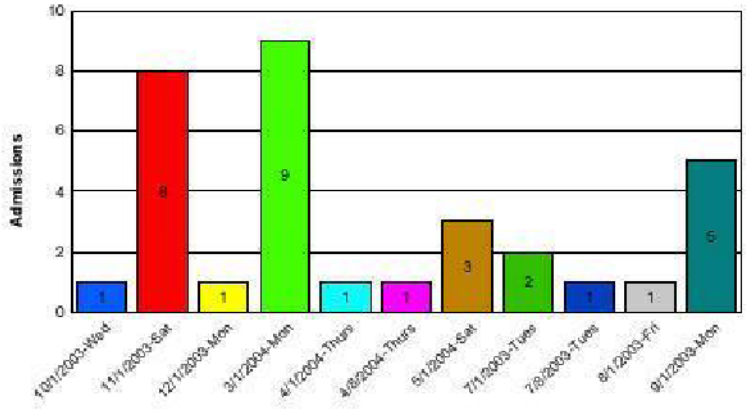
ID	Name	SSN	DOB	Gender	Admit	Discharge	LOS
ADMISSIONS							
5	Client Name	000-000-0000	05/10/1968	Male	07/01/2003		331
2			09/10/1965	Male	07/01/2003		331
3			05/09/1949	Male	07/08/2003		324
4			11/14/1972	Female	08/01/2003	05/10/2004	283
9			10/23/1966	Male	09/01/2003		269
4			11/14/1972	Female	09/01/2003		269
4			11/14/1972	Female	09/01/2003		269
8					09/01/2003		269
7					09/01/2003		269
18			11/21/1945	Male	10/01/2003		239
9			10/23/1966	Male	11/01/2003		208
12					11/01/2003		208
13					11/01/2003		208
14					11/01/2003		208

ID	Name	SSN	DOB	Gender	Admit	Discharge	LOS

ADMISSIONS

Count of Admissions:	33

Daily Admissions

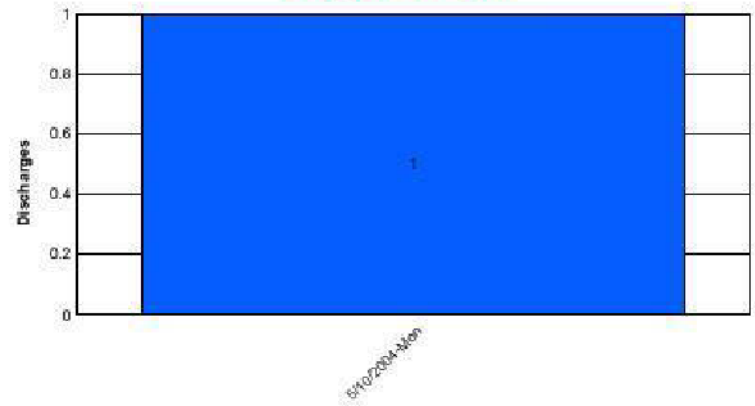


DISCHARGES

4	Client Name	000-000-0000	11/14/1972	Female	08/01/2003	05/10/2004	283

Total Patient Days:	283
Total Discharges:	1
Average Length of Stay:	283

Daily Discharges



Admit / Discharge – Monthly

Purpose of Report

This report lists client episode admissions for a selected date range. Includes counts for admissions and discharges as well as total patient days and average length of stay for discharges. Also includes SSN, DOB, and gender. This report includes a total count and monthly graphical summary for admissions and discharges.

Sample Report Output:

Monthly Admission/Discharge Report
For: 05/26/2003 - 05/26/2004

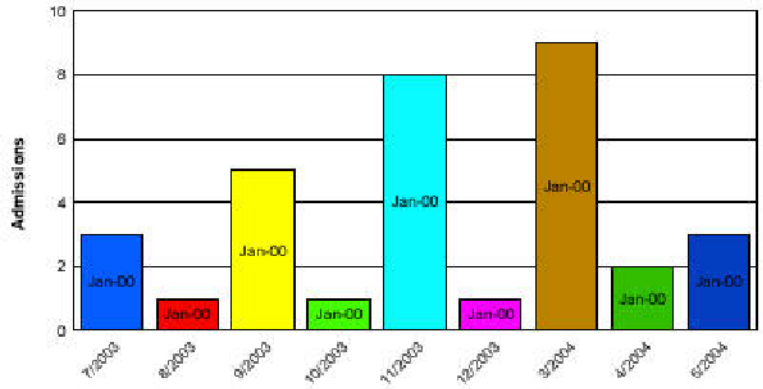
05/26/2004
10:07 am

ID	Name	SSN	DOB	Gender	Admit	Discharge	LOS
ADMISSIONS							
5	Client Name	000-000-0000	05/10/1968	Male	07/01/2003		331
2			09/10/1965	Male	07/01/2003		331
3			05/09/1949	Male	07/08/2003		324
4			11/14/1972	Female	08/01/2003	05/10/2004	283
9			10/23/1966	Male	09/01/2003		269
4			11/14/1972	Female	09/01/2003		269
4			11/14/1972	Female	09/01/2003		269
8					09/01/2003		269
7					09/01/2003		269
18			11/21/1945	Male	10/01/2003		239
9			10/23/1966	Male	11/01/2003		208
12	Group, John				11/01/2003		208

ADMISSIONS

Total Admissions:	33

Monthly Admissions

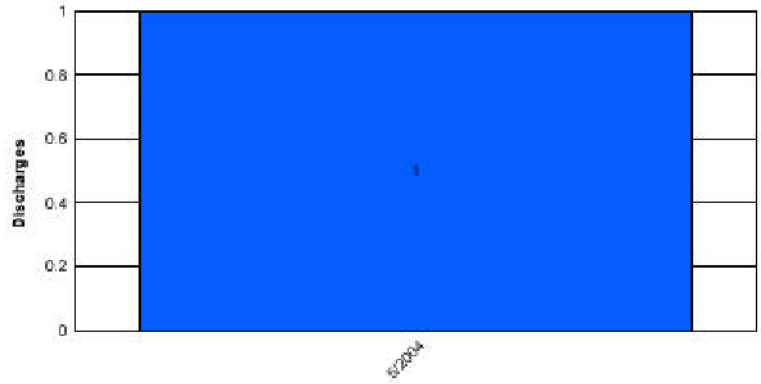


DISCHARGES

4	Client Name	000-000-0000	11/14/1972	Female	08/01/2003	05/10/2004	283

Total Patient Days:	283
/ Total Discharges:	1
Average Length of Stay:	283

Monthly Discharges



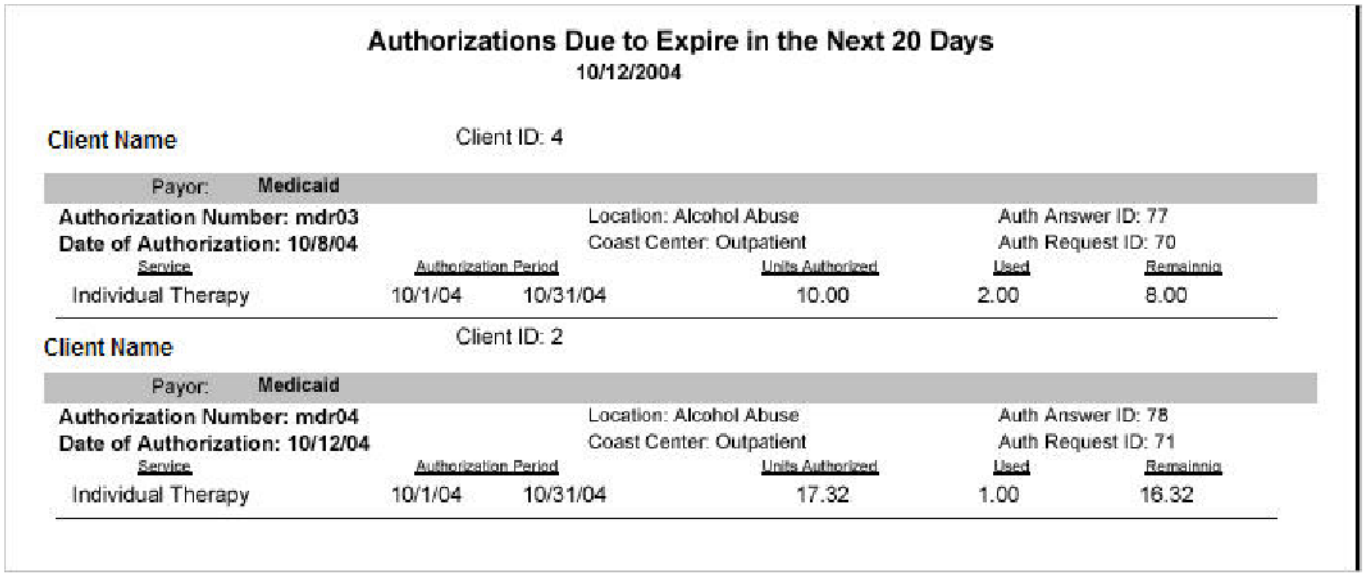
Authorizations Due to Expire in the Next *n* Days

Authorizations – Days Remaining

Purpose of Report

This report lists active authorizations by client and by payor that will expire within a user-selected number of days. Includes client name and ID, authorizing payor, payor's authorization number, date of authorization, Pro-Filer Authorization Answer ID, and the Pro-Filer Authorization Request ID. In addition, the report lists the authorized planned service location and cost center. For each authorization, the report lists the service item, the authorization period, the number of units authorized, the number of units used, and the remaining authorizations.

Sample Report Output:



Authorizations Due to Expire in the Next 20 Days
10/12/2004

Client Name Client ID: 4

Payor: **Medicaid**

Authorization Number: mdr03 Location: Alcohol Abuse Auth Answer ID: 77
Date of Authorization: 10/8/04 Coast Center: Outpatient Auth Request ID: 70

Service	Authorization Period		Units Authorized	Used	Remaining
Individual Therapy	10/1/04	10/31/04	10.00	2.00	8.00

Client Name Client ID: 2

Payor: **Medicaid**

Authorization Number: mdr04 Location: Alcohol Abuse Auth Answer ID: 78
Date of Authorization: 10/12/04 Coast Center: Outpatient Auth Request ID: 71

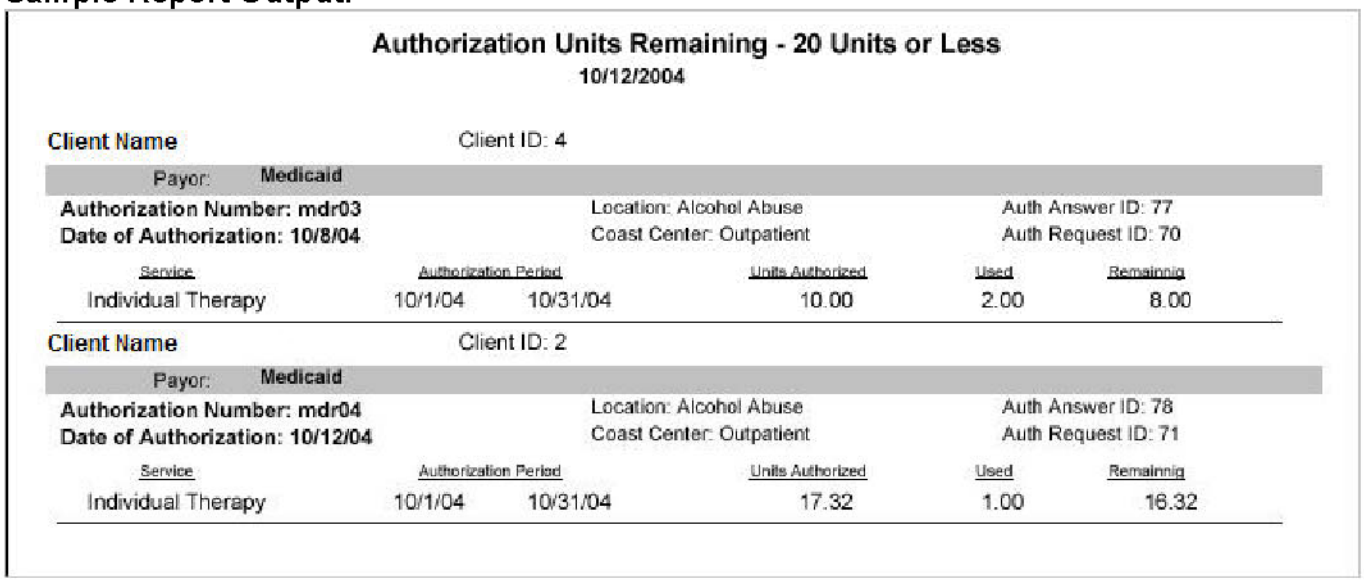
Service	Authorization Period		Units Authorized	Used	Remaining
Individual Therapy	10/1/04	10/31/04	17.32	1.00	16.32

Authorization Units Remaining

Purpose of Report

This report lists active authorizations by client and by payor that have a user-selected number of units remaining. It includes client name and ID, authorizing payor, payor's authorization number, and date of authorization, Pro-Filer Authorization Answer ID, and the Pro-Filer Authorization Request ID. In addition, the report lists the authorized planned service location and cost center. For each authorization, the report lists the service item, the authorization period, the number of units authorized, the number of units used, and the remaining authorizations.

Sample Report Output:



Authorization Units Remaining - 20 Units or Less
10/12/2004

Client Name Client ID: 4

Payor: **Medicaid**

Authorization Number: mdr03 Location: Alcohol Abuse Auth Answer ID: 77
Date of Authorization: 10/8/04 Coast Center: Outpatient Auth Request ID: 70

Service	Authorization Period		Units Authorized	Used	Remainnig
Individual Therapy	10/1/04	10/31/04	10.00	2.00	8.00

Client Name Client ID: 2

Payor: **Medicaid**

Authorization Number: mdr04 Location: Alcohol Abuse Auth Answer ID: 78
Date of Authorization: 10/12/04 Coast Center: Outpatient Auth Request ID: 71

Service	Authorization Period		Units Authorized	Used	Remainnig
Individual Therapy	10/1/04	10/31/04	17.32	1.00	16.32

Auto Attach Authorization Report

Purpose of Report

This report lists authorizations that have been automatically attached to recorded services through the Auto Attach SQL script. Auto attached authorizations are listed by cost center location and client. The report lists the recorded start date/time, the recorded service description, the date/time the auto attach occurred, and the number of authorization units attached to the recorded service.

Sample Report Output:

Auto Attached Authorizations in the Period

11/1/2002 10:48:23AM **to** 11/1/2004 10:48:23AM

Alcohol Abuse - Outpatient

Client Name / Service Date/Time	Service	Auto Attach Date/Time	Authorization Units	
10/4/2004 4:06:00PM	Individual Therapy	10/27/2004 1:07:05PM	1.00	Auto Attach
Client Name / Service Date/Time	Service	Auto Attach Date/Time	Authorization Units	
9/2/2003 2:13:08PM	Individual Therapy	9/18/2003 2:17:42PM	1.00	Auto Attach
Client Name / Service Date/Time	Service	Auto Attach Date/Time	Authorization Units	
9/2/2003 10:19:37AM	Individual Therapy	9/18/2003 10:22:36AM	1.00	Auto Attach

Family Care Services

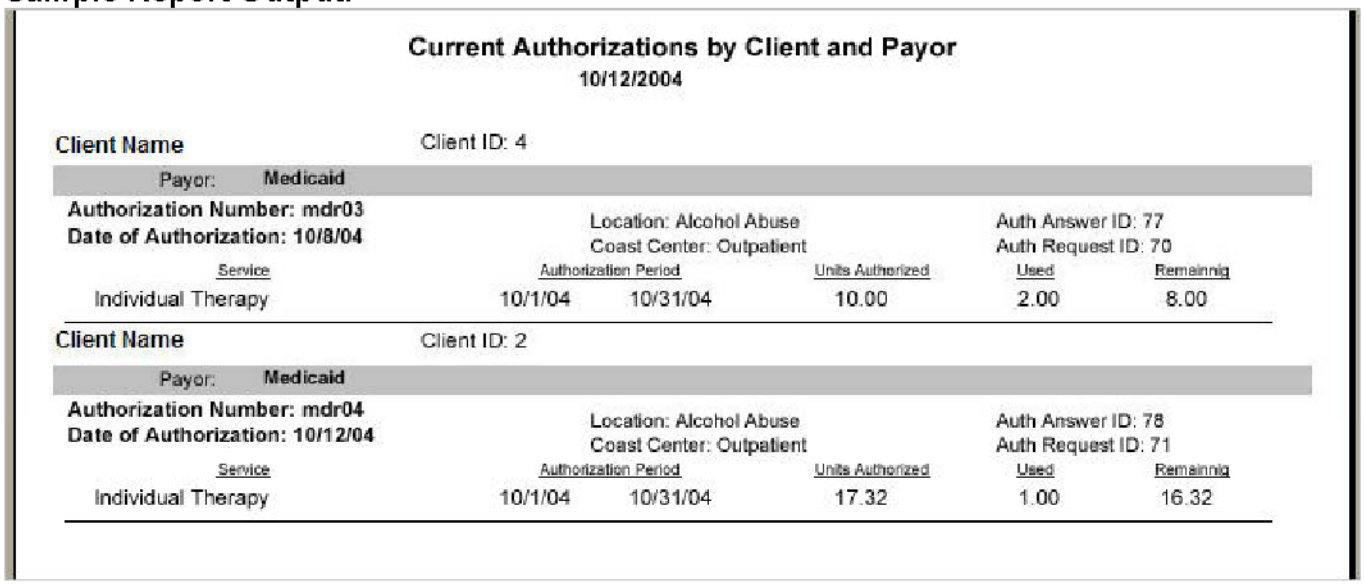
Client Name / Service Date/Time	Service	Auto Attach Date/Time	Authorization Units	
6/2/2004 9:19:00PM	Group Therapy	6/11/2004 9:19:57PM	4.00	Auto Attach

Current Authorizations by Payor and Client

Purpose of Report

This report lists active authorizations by client and by payor. Includes client name and ID, authorizing payor, payor's authorization number, date of authorization, Pro-Filer Authorization Answer ID, and the Pro-Filer Authorization Request ID. In addition, the report lists the authorized planned service location and cost center. For each authorization, the report lists the service item, the authorization period, the number of units authorized, the number of units used, and the remaining authorizations.

Sample Report Output:



Current Authorizations by Client and Payor
10/12/2004

Client Name Client ID: 4

Payor: **Medicaid**

Authorization Number: mdr03
Date of Authorization: 10/8/04
Location: Alcohol Abuse
Coast Center: Outpatient
Auth Answer ID: 77
Auth Request ID: 70

Service	Authorization Period		Units Authorized	Used	Remainnig
Individual Therapy	10/1/04	10/31/04	10.00	2.00	8.00

Client Name Client ID: 2

Payor: **Medicaid**

Authorization Number: mdr04
Date of Authorization: 10/12/04
Location: Alcohol Abuse
Coast Center: Outpatient
Auth Answer ID: 78
Auth Request ID: 71

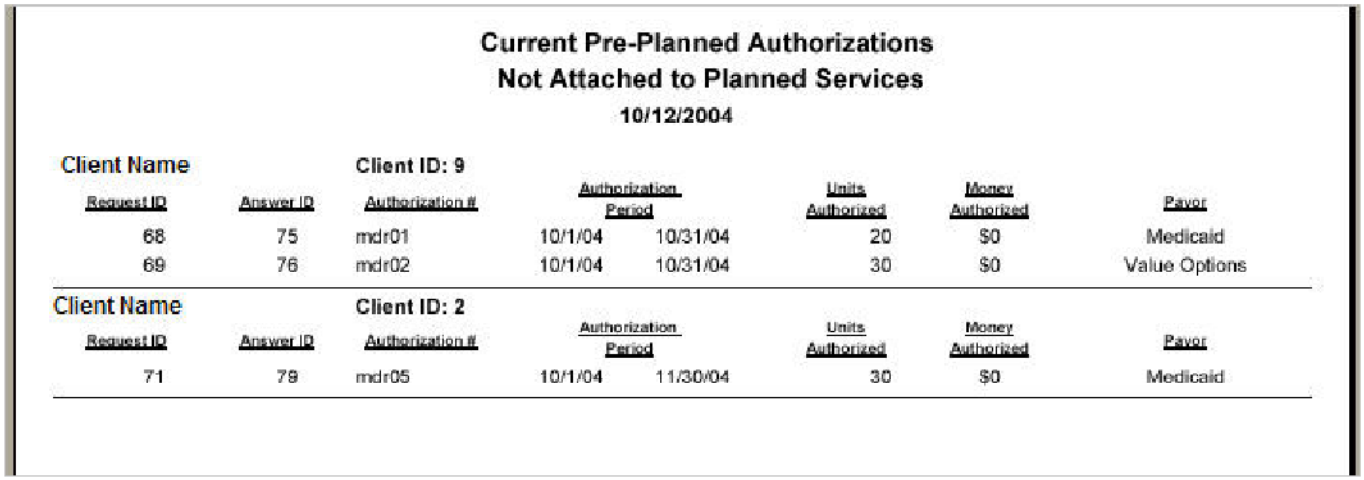
Service	Authorization Period		Units Authorized	Used	Remainnig
Individual Therapy	10/1/04	10/31/04	17.32	1.00	16.32

Current Pre-Planned Authorizations Not Attached to Planned Services

Purpose of Report

This report lists active pre-planned authorizations by client and by payor. It includes client name and ID, authorizing payor, payor's authorization number, Pro-Filer Authorization Answer ID, and the Pro-Filer Authorization Request ID. For each authorization, the report lists the authorization period and the number of units or total dollars authorized.

Sample Report Output:



Current Pre-Planned Authorizations
Not Attached to Planned Services
10/12/2004

Client Name **Client ID: 9**

Request ID	Answer ID	Authorization #	Authorization Period		Units Authorized	Money Authorized	Payor
68	75	mdr01	10/1/04	10/31/04	20	$0	Medicaid
69	76	mdr02	10/1/04	10/31/04	30	$0	Value Options

Client Name **Client ID: 2**

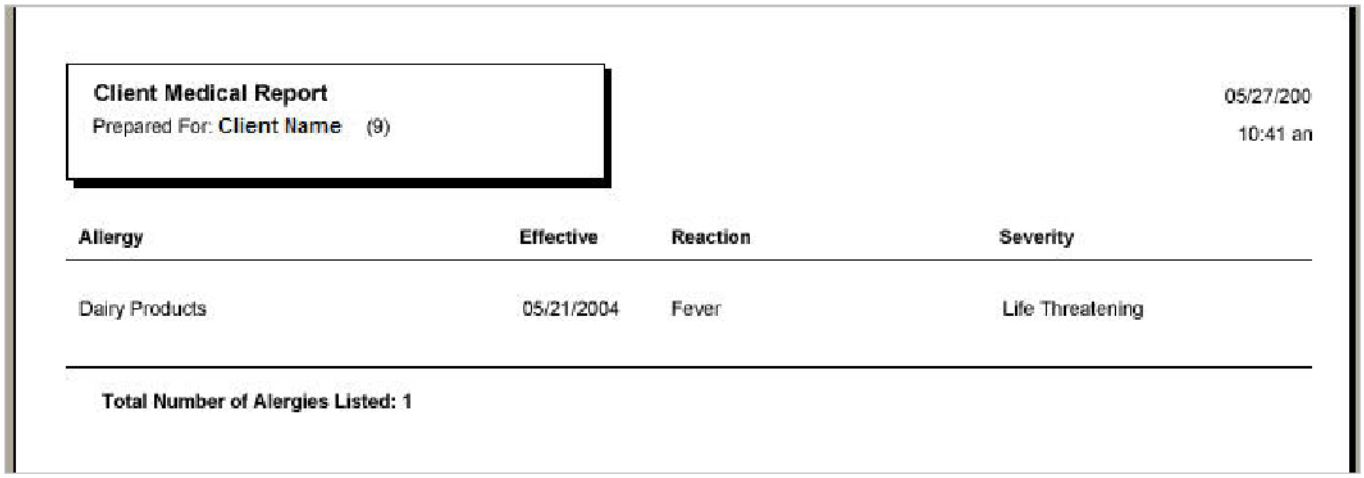
Request ID	Answer ID	Authorization #	Authorization Period		Units Authorized	Money Authorized	Payor
71	79	mdr05	10/1/04	11/30/04	30	$0	Medicaid

Client Medical

Purpose of Report

This report lists all allergies and reaction and severity for the current client.

Sample Report Output:



Client Medical Report
Prepared For: **Client Name** (9)

05/27/200
10:41 an

Allergy	Effective	Reaction	Severity
Dairy Products	05/21/2004	Fever	Life Threatening

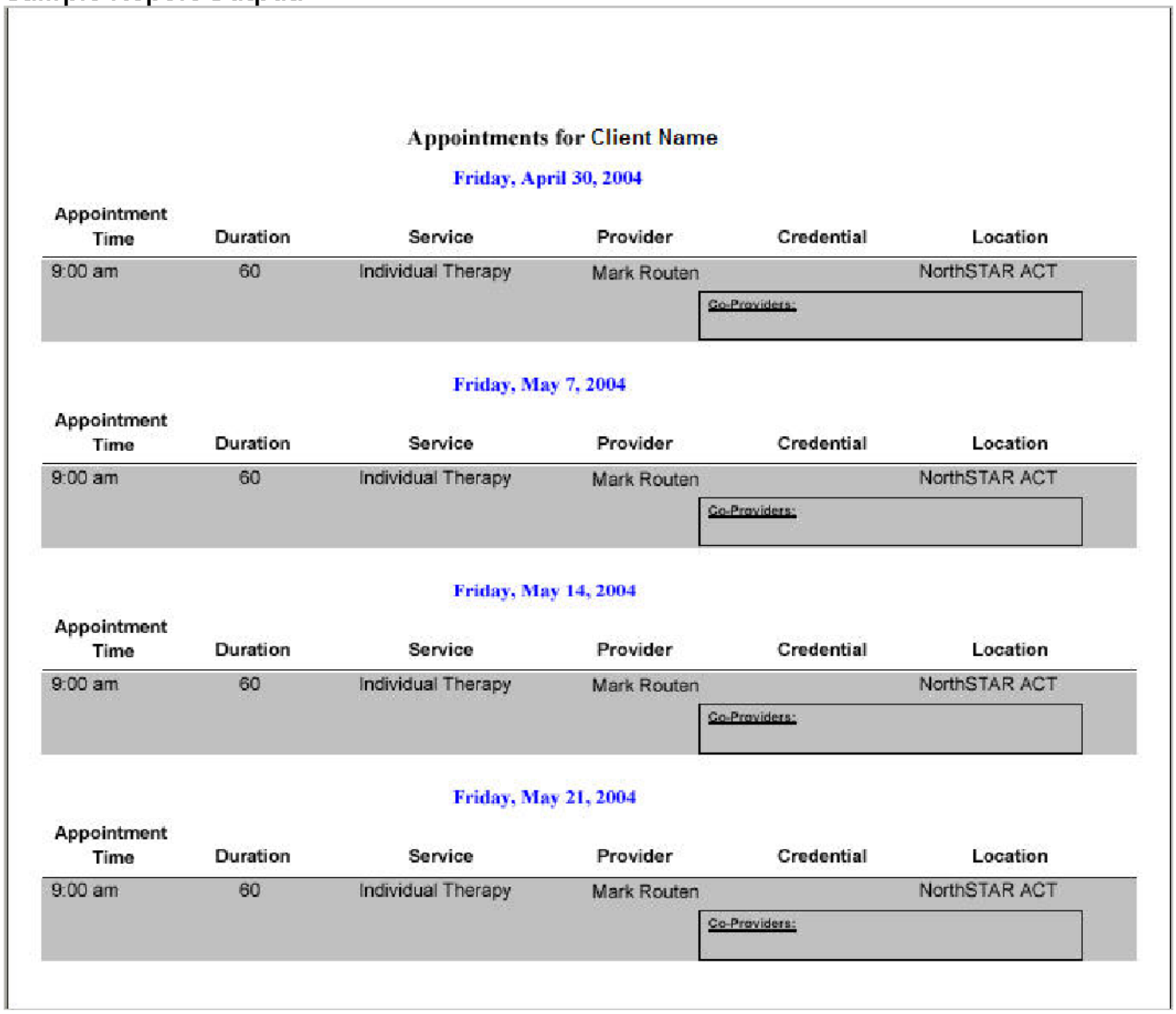
Total Number of Allergies Listed: 1

Client Appointment List

Purpose of Report

Comprehensive report for a specific client that contains demographics, addresses, phone numbers, family information, alerts, identifiers, diagnosis, payors, referral information, employment, cost centers, and contacts. Company-specific codes must be substituted for the codes that are defaulted in the report. Refer to the Face Sheet Documentation file for detailed setup information.

Sample Report Output:



Appointments for Client Name

Friday, April 30, 2004

Appointment Time	Duration	Service	Provider	Credential	Location
9:00 am	60	Individual Therapy	Mark Routen		NorthSTAR ACT
			Co-Providers:		

Friday, May 7, 2004

Appointment Time	Duration	Service	Provider	Credential	Location
9:00 am	60	Individual Therapy	Mark Routen		NorthSTAR ACT
			Co-Providers:		

Friday, May 14, 2004

Appointment Time	Duration	Service	Provider	Credential	Location
9:00 am	60	Individual Therapy	Mark Routen		NorthSTAR ACT
			Co-Providers:		

Friday, May 21, 2004

Appointment Time	Duration	Service	Provider	Credential	Location
9:00 am	60	Individual Therapy	Mark Routen		NorthSTAR ACT
			Co-Providers:		

Client Appointment List by Location

Purpose of Report

This report lists all appointments for selected period of time by company location. It includes the client name, date and time, planned service, primary provider, location, and appointment type (individual, group, provider activity, appointment hold).

Sample Report Output:

Appointments by Location

Friday, May 7, 2004

Cost Center Location

Client	Appointment Time	Duration	Service	Provider	Type
	9:00 am	60	Individual Therapy	Mark Routen	Individual
Client Name	1:00 pm	15		Mark Routen	Hold

Cost Center Location

Client	Appointment Time	Duration	Service	Provider	Type
	10:00 am	60	Case Conference	Mark Routen	Provider
Client Name	11:00 am	30	Counseling	Mark Routen	Individual

Client Financial Analysis

Purpose of Report

This report will pull individual client financial data similar to the information considered by the Benefits Wizard. This report is used by staff to provide a quick and clear picture of a client's financial status, balance, and benefits. Financial data that is included are:

Sample Report Output:

Client Financial Analysis

Client Name

Client ID = 9 **SSN = 000-000-0000** **Birthdate: 10/23/66** **Current Balance: $12.00**

Self Pay Amount:	$12.00
Household Income:	$45,000.00
Household Dependents:	2

Cost Center	Service	Payor	Exception
Crisis Services	All	All	$50.00
All	Intervention	Value Options	25.00 %

Effective Date	Rank	Payor	Policy #	Group Name	Plan Name	Balance
11/1/03	1	Medicaid	54535343	Group Name	Plan Name	$274.31

	INDIVIDUAL				FAMILY			
	Month	Year	Lifetime	Episode	Month	Year	Lifetime	Episode
Deductible								
Max OOP:								
Max Units:								

Contract Services	UCR	Rate Class
Counseling	$75.00	All
Day Treatment	$120.00	All
Group Therapy	$35.00	All
Individual Therapy	$100.00	All
Medical Supply		All
Per Diem	$500.00	All

Notes: Online check shows intermittent coverage. Re-verify every month.

Effective Date	Rank	Payor	Policy #	Group Name	Plan Name	Balance
9/1/03	2	Value Options	546464	Goldplus	Workers	

AUTHORIZATION IS REQUIRED

Co-Pay: From Service	To Service	Amount
0.00	5.00	$15.00
5.00	10.00	$20.00
20.00	30.00	$25.00
30.00	9,999.00	50.00 %

	INDIVIDUAL				FAMILY			
	Month	Year	Lifetime	Episode	Month	Year	Lifetime	Episode
Deductible		$500	$1,500			$1,000	$3,000	
Max OOP:		$1,000	$10,000			$1,500	$20,000	
Max Units:		50				100		

Contract Services	UCR	Rate Class
Counseling	$75.00	All
Individual Therapy	$100.00	All
Intervention	$85.00	PhD
Intervention	$125.00	MD
Medication Review	$50.00	All

Notes: Verified coverage on 11/01/03 for the first two months. Re-verify January 1.

9/1/03	3	Medicaid	tytytyt7	Company	$266.00

	INDIVIDUAL				FAMILY			
	Month	Year	Lifetime	Episode	Month	Year	Lifetime	Episode
Deductible								
Max OOP:								
Max Units:								

Contract Services	UCR	Rate Class
Counseling	$75.00	All
Day Treatment	$120.00	All
Group Therapy	$35.00	All
Individual Therapy	$100.00	All
Medical Supply		All
Per Diem	$500.00	All

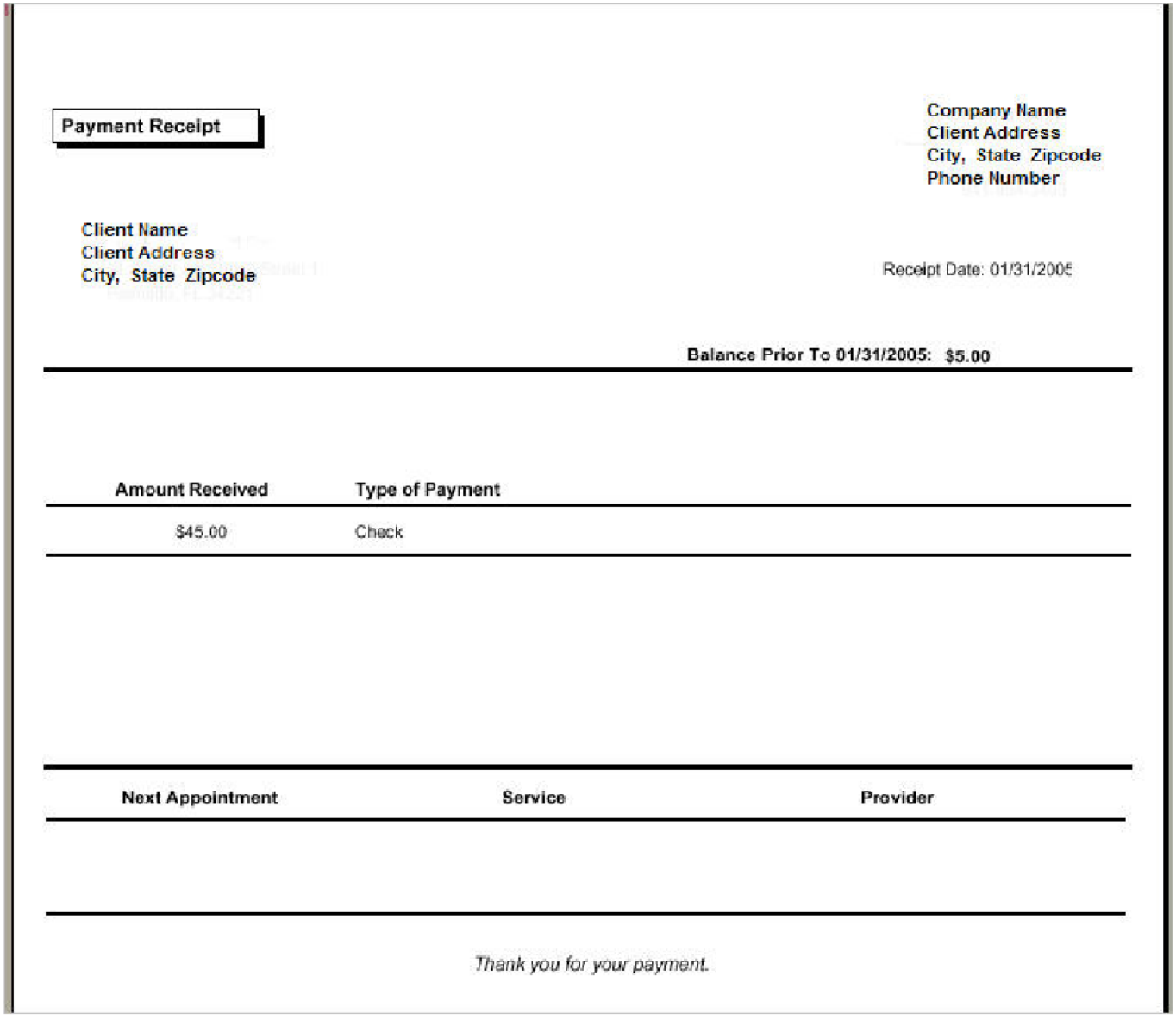
Notes:

Client Payment Receipt

Purpose of Report:

This report creates a Client Payment Receipt from a newly created Payment Record. The section on the bottom is for the "Next Appointment".

Sample Report Output:



Payment Receipt

Company Name
Client Address
City, State Zipcode
Phone Number

Client Name
Client Address
City, State Zipcode

Receipt Date: 01/31/2005

Balance Prior To 01/31/2005: $5.00

Amount Received	Type of Payment
$45.00	Check

Next Appointment	Service	Provider

Thank you for your payment.

Client Statement Summary (List)

Purpose of Report:

The Client Statement Summary report gives a summary of all clients who should receive a statement for the report period. The report uses the same selection criteria as the Client Statements with the exception of no “Receive Statement” address is needed. This report will identify clients with a self pay balance but no “Receive Statement” address on file. The report also gives a report total of Client Self Pay balance due.

Sample Report Output:

07/19/2004 — **Client Statement Summary Report** — 01/01/2003 To 12/31/2003 — 3:43 pm

Client Name Company Name Bill To: Client Name	121 Main Street	**Acct No: 79**	**Self Pay Balance :** Nashville, TN 37204	**$120.00**
Client Name Company Name Bill To: Client Name Bill To: Client Name	11 Ocean Park 4844 Vine St	**Acct No: 7**	**Self Pay Balance :** Sarasota, FL 34236 Orlando, FL 32819	**$295.75**
Client Name Company Name Bill To: Client Name	15 Lucky Charm Street	**Acct No: 23**	**Self Pay Balance :** Sarasota, FL 34266	**$310.07**
Client Name Company Name Bill To: Client Name	8080 Hard Rock Road	**Acct No: 8**	**Self Pay Balance :** Sarasota, FL 34239	**$105.00**
Client Name Company Name Bill To: Client Name	9345 Wetland Street	**Acct No: 26**	**Self Pay Balance :** Sarasota, FL 36425	**$98.75**
Client Name Company Name		**Acct No: 9**	**Self Pay Balance :**	**$105.00**
Client Name Company Name Bill To: Client Name	2003 Hope Street	**Acct No: 15**	**Self Pay Balance :** Sarasota, FL 32444	**$25.00**
Client Name Company Name NO STATEMENT BILL TO ADDRESS		**Acct No: 38**	**Self Pay Balance :**	**$20.00**
Client Name Company Name NO STATEMENT BILL TO ADDRESS		**Acct No: 46**	**Self Pay Balance :**	**$11.60**
Client Name Company Name Bill To: Client Name Bill To: Client Name	123 apple street 123 apple st	**Acct No: 52**	**Self Pay Balance :** Sarasota, FL 3452 Sarasota, FL 32542	**$0.00**
Client Name Company Name Bill To: Client Name	1600 Pennsylvania Ave	**Acct No: 55**	**Self Pay Balance :** Wahington, DC 57812	**$16.00**

Total Self Pay for Period Ending 12/31/2003 **$11,245.09**

Client Statements V 7-1

Purpose of Report:

The Client Statement report generates bills from the Client's self pay revenue lines. This version of client statements also reports client's insurance activity that occurred during the current statement period. The report can be run for an individual client or for all clients. The report determines the Client's balance forward amount (a summary total of all self-pay activity before the Statement Period Starting Date). It then lists all of the Client's current activity and provides the Client's Total Balance due. The report also has an aging view on the bottom of the statement. For customers that use Client Claim Balance Forward amounts from previous systems, a section has been added at the beginning of the statement to list the detail history of these balances.

Sample Report Output:

CLIENT STATEMENT

Company Name
Company Address
City, State Zipcode
Phone Number

DATE : July 19, 2004

CLIENT : Client Name

ACCOUNT NUMBER : 61

BILL TO: Client Name
Client Address
City, State Zipcode

For Statement Period: 01/01/2003 to 12/31/2003

POSTED	DESCRIPTION	PROVIDER	OTHER INFORMATION	INSURANCE	SELF-PAY	BALANCE
Previous System Balance History						
12/31/02	Balance Forward				50.00	
			Previous System Balance Forward Totals:		**50.00**	**50.00**
			Balance Forward as of: 12/31/2002			**0.00**
Location Services Provided At: Company Name						
04/10/03	Individual Therapy	Sorg, R.	Payor Filed on 03/24/04	40.00		
04/10/03	Individual Therapy on 04/10/03		Payor - Adjustment	10.00		
04/10/03	Individual Therapy on 04/10/03	Sorg, R.	Bill to Client		10.00	
04/10/03	Individual Therapy on 04/10/03		Client Adjustment		-10.00	
04/15/03	Individual Therapy	Sorg, R.	Payor 1	40.00		
04/20/03	Individual Therapy on 04/20/03		Payor - Adjustment	10.00		
04/20/03	Individual Therapy	Sorg, R.	Payor 1	40.00		
04/20/03	Individual Therapy on 04/20/03	Sorg, R.	Bill to Client		10.00	
04/20/03	Individual Therapy on 04/20/03		Client Adjustment		-10.00	

For Statement Period: 01/01/2003 to 12/31/2003

POSTED	DESCRIPTION	PROVIDER	OTHER INFORMATION	INSURANCE	SELF-PAY	BALANCE

Self Pay Balance Aging:						
0-30	31-60	61-90	91-120	121-150	Over 150	Previous System
20.00	0.00	0.00	0.00	0.00	0.00	50.00

Total due:		$70.00

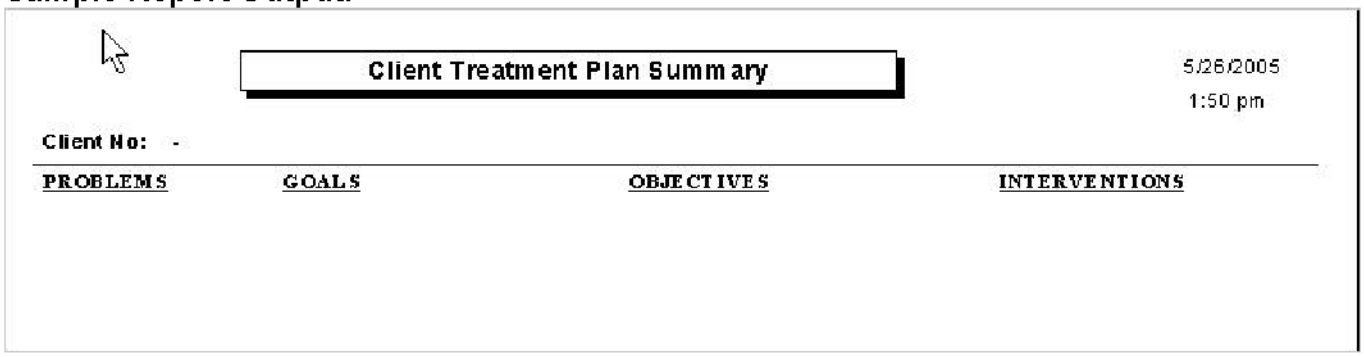
Page 2 of 2

Client Treatment Plan

Description:

Prints the entire treatment plan for a client including all components that have been related using the Clinical Standards Wizard (or manually associated in the Multi-Disciplinary Summary). Components include Problem, Goal, Objective, and Intervention.

Sample Report Output:


Client Treatment Plan Summary

5/26/2005
1:50 pm

Client No: -

PROBLEMS	GOALS	OBJECTIVES	INTERVENTIONS

Cost Center Locations Admission Payor Mix

Purpose of Report:

This report displays the number of Client Cost Center Location admissions by payor type for each company location. It also shows the percentage of admissions by payor type for each company location. The payor type is determined by the client's rank 1 payor associated at the episode level. If the client has no rank 1 payor associated to the episode level, the client is assumed to be self-pay. This report is designed to report the last full month and backward for 12 months.

Sample Report Output:

LOGGED ON PROVIDER: Ron L Sorg
Companies Reported:
Company Name
Company Name

02/11/2005
4:37 pm

Print Date: 02/11/2005
Print Time: 4:37 pm

Cost Center Location Admisson
Payor Mix Report
01/2005 TO 02/2004

Number of Clients by Payor Type
Percent of Total per Provider

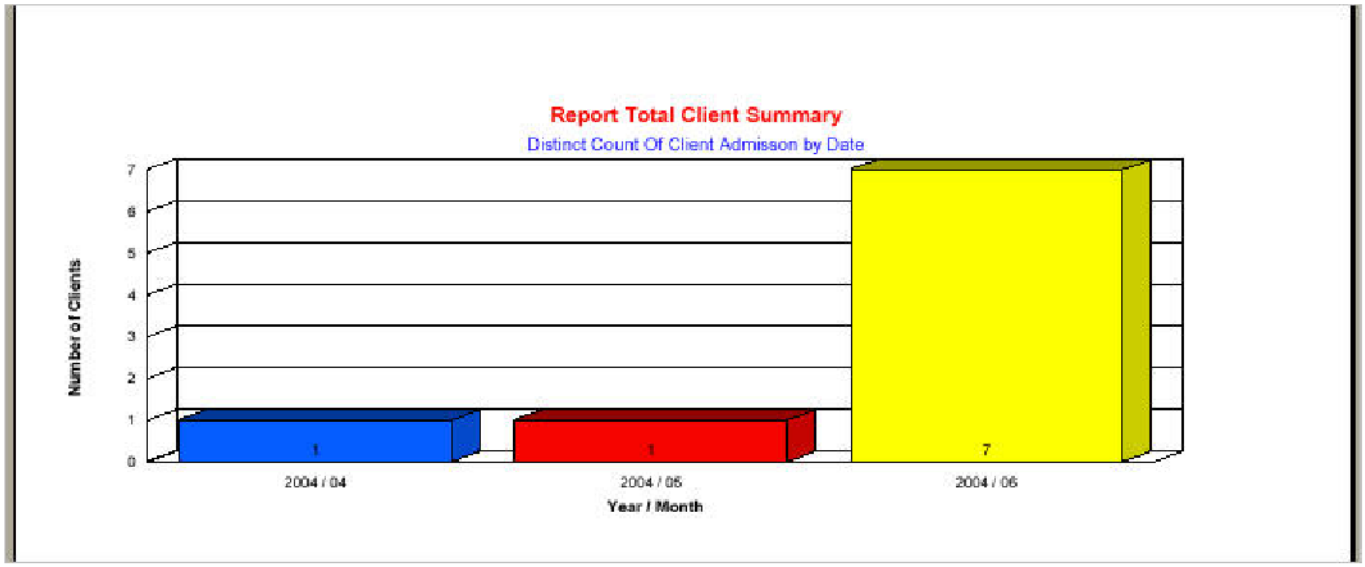
	2005 / 01	2004 / 12	2004 / 11	2004 / 10	2004 / 09	2004 / 08	2004 / 07	2004 / 06	2004 / 05	2004 / 04	2004 / 03	2004 / 02
Company Location Cost Center												
Commercial	0 0 %	0 0 %	0 0 %	0 0 %	0 0 %	0 0 %	0 0 %	0 0 %	0 0 %	1 100 %	0 0 %	0 0 %
Company Location Cost Center												
Commercial	0 0 %	0 0 %	0 0 %	0 0 %	0 0 %	0 0 %	0 0 %	1 14 %	0 0 %	0 0 %	0 0 %	0 0 %
Contract	0 0 %	0 0 %	0 0 %	0 0 %	0 0 %	0 0 %	0 0 %	5 71 %	0 0 %	0 0 %	0 0 %	0 0 %
Medicaid	0 0 %	0 0 %	0 0 %	0 0 %	0 0 %	0 0 %	0 0 %	0 0 %	1 100 %	0 0 %	0 0 %	0 0 %
Self Pay	0 0 %	0 0 %	0 0 %	0 0 %	0 0 %	0 0 %	0 0 %	1 14 %	0 0 %	0 0 %	0 0 %	0 0 %

Print Date: 02/11/2005
Print Time: 4:37 pm

Report Admisson
Payor Mix Report
01/2005 TO 02/2004

Number of Active Clients by Payor Type
Percent of Total per Provider

	2005 / 01	2004 / 12	2004 / 11	2004 / 10	2004 / 09	2004 / 08	2004 / 07	2004 / 06	2004 / 05	2004 / 04	2004 / 03	2004 / 02
Commercial	0 0 %	0 0 %	0 0 %	0 0 %	0 0 %	0 0 %	0 0 %	1 14 %	0 0 %	1 100 %	0 0 %	0 0 %
Contract	0 0 %	0 0 %	0 0 %	0 0 %	0 0 %	0 0 %	0 0 %	5 71 %	0 0 %	0 0 %	0 0 %	0 0 %
Medicaid	0 0 %	0 0 %	0 0 %	0 0 %	0 0 %	0 0 %	0 0 %	0 0 %	1 100 %	0 0 %	0 0 %	0 0 %
Self Pay	0 0 %	0 0 %	0 0 %	0 0 %	0 0 %	0 0 %	0 0 %	1 14 %	0 0 %	0 0 %	0 0 %	0 0 %


Report Total Client Summary
Distinct Count Of Client Admisson by Date
Number of Clients
0
1
2
3
4
5
6
7
1
1
7
2004 / 04
2004 / 05
2004 / 06
Year / Month

Cost Center Admission Summary

Purpose of Report

Lists cost center admissions within a selected date range and includes client name, admission date, discharge date, and length of stay. It includes a cross-tab showing the admission totals for each cost center by month.

Sample Report Output:

Cost Center Admission Summary by Month
For: 03/27/2004 - 05/27/2004

05/27/2004
11:17 am

35	Client Name	**Cost Center Name**	05/01/2004	27
12			04/08/2004	50
21			04/01/2004	57
29			04/01/2004	57
34			05/01/2004	27

Cost Center Admissions by Date Range

Purpose of Report

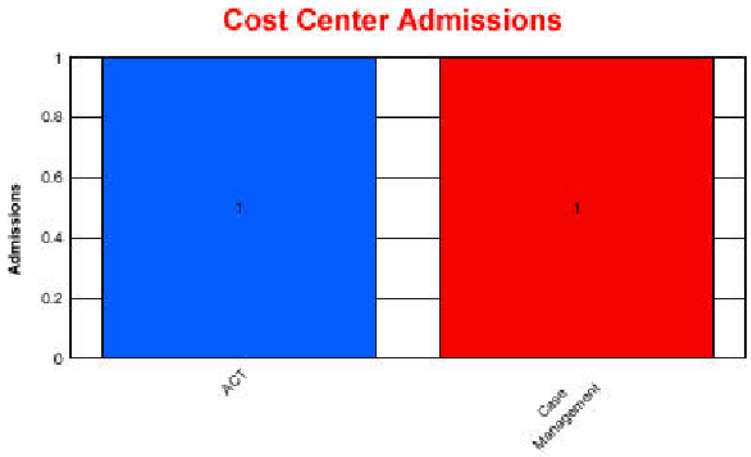
Lists cost center admissions within a selected date range for a specified client. It includes admission date, admission provider, SSN, and DOB. It also includes a bar chart showing the admission totals for each cost center.

Sample Report Output:

Cost Center Admissions By Date Range
Sorted by Cost Center and Client Name
For Dates: 7/1/2003 - 6/30/2004

7/13/2004
10:30 am

Client ID	Name	SSN	BDate	AdmitDate	Admit User
Cost Center Name					
9	Client Name	000-000-0000	10/23/1966	11/01/2003	Routen, Mark
9			10/23/1966	09/01/2003	
		Unduplicated Count:	**1**		
Cost Center Name					
9	Client Name		10/23/1966	11/06/2003	
		Unduplicated Count:	**1**		
		Unduplicated Total Count:	**1**		



Cost Center Admission - All Clients

Purpose of Report

Lists cost center admissions within a selected date range for all clients. It includes admission date, admission provider, SSN, and DOB. It also includes a bar chart showing the admission totals for each cost center.

Sample Report Output:

Cost Center Admissions By Date Range
Sorted by Cost Center and Client Name
For Dates: 5/27/2003 - 5/27/2004

5/27/2004
12:54 pm

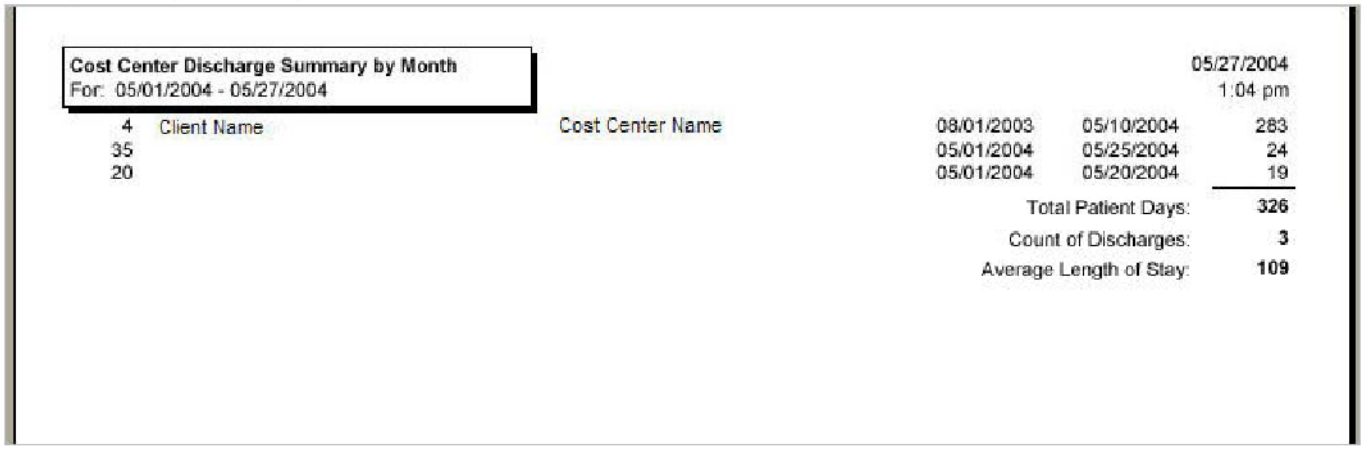
Client ID	Name	SSN	BDate	AdmitDate	Admit User
4	Client Name	000-000-0000	11/14/1972	09/09/2003	Routen, Mark
		Unduplicated Count:	1		
ACT					
9	Client Name	000-000-0000	10/23/1966	11/01/2003	Routen, Mark
9			10/23/1966	09/01/2003	
4			11/14/1972	08/01/2003	
4			11/14/1972	09/01/2003	Routen, Mark
35			5/21/1940	05/01/2004	
12				11/01/2003	Routen, Mark
12				04/08/2004	Routen, Mark
13				11/01/2003	Routen, Mark
14				11/01/2003	Routen, Mark
15				11/01/2003	Routen, Mark
28				03/01/2004	
26				03/01/2004	Routen, Mark
6			4/16/1970	11/01/2003	Routen, Mark
3			5/9/1949	07/09/2003	
18			11/21/1945	10/01/2003	Routen, Mark
21			9/13/1960	03/01/2004	Routen, Mark
29			3/26/2004	03/01/2004	Routen, Mark
24				03/01/2004	Routen, Mark
5			5/10/1968	07/01/2003	
30				03/01/2004	Routen, Mark
16				11/01/2003	
23				03/01/2004	Routen, Mark
27			8/6/1950	03/01/2004	Routen, Mark
7				09/01/2003	Routen, Mark
34				05/01/2004	Routen, Mark
		Unduplicated Count:	22		
Administrative Services					
21	Client Name	000-000-0000	9/13/1960	04/01/2004	
		Unduplicated Count:	1		
Case Management					
9	Client Name	000-000-0000	10/23/1966	11/06/2003	
		Unduplicated Count:	1		

Cost Center Discharge

Purpose of Report

Lists cost center discharges within a selected date range for all clients. It includes admission date, discharge date, and length of stay. It also includes a cross-tab showing the discharge totals for each cost center by month.

Sample Report Output:



Cost Center Discharge Summary by Month
For: 05/01/2004 - 05/27/2004

05/27/2004
1:04 pm

	Client Name	Cost Center Name			
4			08/01/2003	05/10/2004	283
35			05/01/2004	05/25/2004	24
20			05/01/2004	05/20/2004	19
				Total Patient Days:	**326**
				Count of Discharges:	**3**
				Average Length of Stay:	**109**

Daily Service Report A

Purpose of Report

This report provides a list of recorded services within a selected date range. Sorts recorded services by date of data entry and cost center. Lists client name, service, service date, units, primary provider, place of service, delivery method, billing diagnosis, and designates if the service was clinically signed and/or billing signed. This report totals services by company, cost center, and service.

Sample Report Output:

Daily Service Report
Report Date Range: 05/28/03 to 05/28/04
For Company:

10:57 AM
5/28/2004

ID	Client Name	Service Code	Service Description	Srv Date	Start Tm	End Tm	Units	Primary Provider	Delivery Method	Place of Service	Axis 1 / 2 / 3	C S	B S
ENTRY DATE: September 18, 2003													
Company Location													
2	Client Name	120	Counseling	09/02/03	11:23 am	11:53 am	1.00	Routen, M.	Face-to-Face	Office	309.3 / /	Y	Y
2		100	Individual Therapy	09/02/03	10:19 am	11:19 am	1.00	Routen, M.	FTF w Client	Office	309.3 / /	Y	Y
2		110	Group Therapy	09/03/03	10:43 am	10:43 am	1.00	Routen, M.	FTF w Client	Office	309.3 / /	Y	Y
2		110	Group Therapy	09/02/03	10:29 am	10:29 am	1.00	Routen, M.	FTF w Client	Office	309.3 / /	Y	Y
6		120	Counseling	09/18/03	5:39 pm	6:09 pm	1.00	Routen, M.	Face-to-Face	Office	309.3 / /	Y	Y
6		120	Counseling	09/18/03	2:35 pm	3:05 pm	1.00	Routen, M.	Face-to-Face	Office	309.3 / /	N	Y
6		120	Counseling	09/18/03	3:37 pm	4:07 pm	1.00	Routen, M.	Face-to-Face	Office	309.3 / /	N	Y
6		120	Counseling	09/18/03	3:19 pm	3:49 pm	1.00	Routen, M.	Face-to-Face	Office	309.3 / /	N	Y
6		120	Counseling	09/17/03	3:21 pm	3:51 pm	1.00	Routen, M.	Face-to-Face	Office	309.3 / /	N	Y
6		100	Individual Therapy	09/01/03	2:53 pm	3:53 pm	1.00	Routen, M.	Face-to-Face	Office	309.3 / /	N	Y
6		100	Individual Therapy	09/02/03	2:13 pm	3:13 pm	1.00	Routen, M.	Face-to-Face	Office	309.3 / /	Y	Y
	Location C/C Totals:	**Service Count: 11**		**Un-duplicated Client Count: 2**			**11.00**						
	Company Totals:	**Service Count: 11**		**Un-duplicated Client Count: 2**			**11.00**						
	Daily Totals:	**Service Count: 11**		**Un-duplicated Client Count: 2**			**11.00**						

Episode Admissions

Purpose of Report

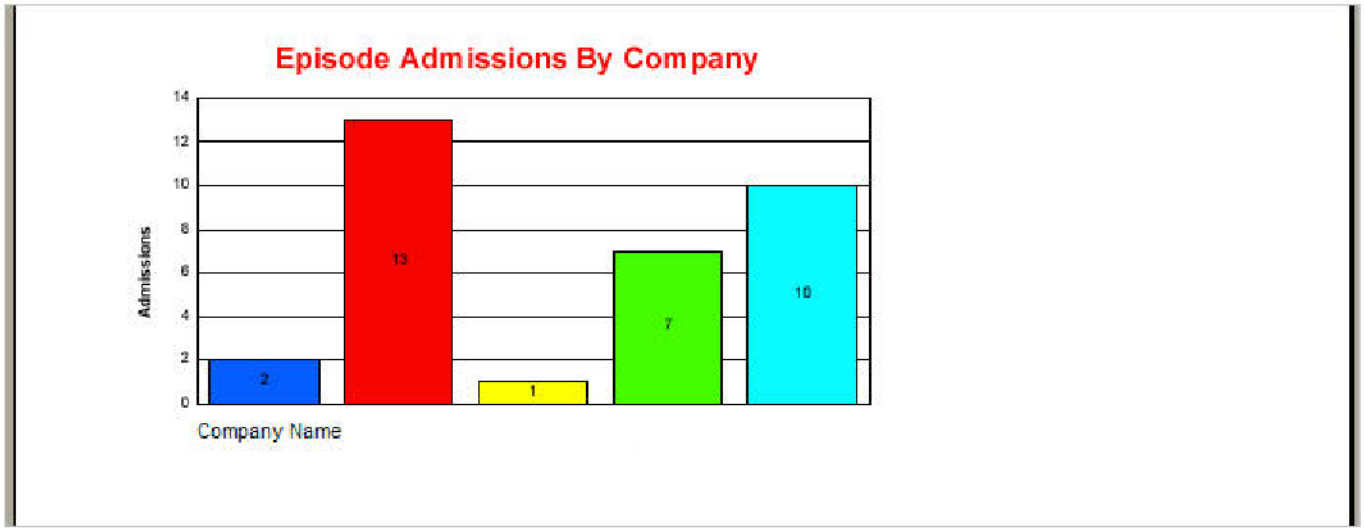
This report lists episode admissions within a selected date range for all clients and sorts by company. It includes admission date, admission provider, SSN, and DOB. It also includes a bar chart showing the admission totals for each company.

Sample Report Output:

Episode Admissions By Date Range
Sorted by Company and Client Name
For Dates: 5/28/2003 - 5/28/2004

5/28/2004
11:16 am

Client ID	Name	SSN	BDate	AdmitDate	Admit User
Company Name					
20	Client Name	000-000-0000		5/1/2004	Higbee, Keith
26				3/1/2004	Routen, Mark
		Unduplicated Count:	**2**		
Company Name					
9			10/23/1966	11/1/2003	Higbee, Keith
4			11/14/1972	8/1/2003	Higbee, Keith
35			5/21/1940	5/1/2004	Routen, Mark
12				4/8/2004	Routen, Mark
28				3/1/2004	Higbee, Keith
6			4/16/1970	11/1/2003	Routen, Mark
18			11/21/1945	10/1/2003	Routen, Mark
21			9/13/1960	3/1/2004	Routen, Mark
29			3/26/2004	3/1/2004	Routen, Mark
5			5/10/1968	7/1/2003	Higbee, Keith
30				3/1/2004	Routen, Mark
27			8/6/1950	3/1/2004	Routen, Mark
7				9/1/2003	Routen, Mark
		Unduplicated Count:	**13**		
Company Name					
24				3/1/2004	Routen, Mark
		Unduplicated Count:	**1**		
Company Name					
4			11/14/1972	9/1/2003	Routen, Mark
8				9/1/2003	Routen, Mark
29			3/26/2004	4/1/2004	Higbee, Keith
5			5/10/1968	12/1/2003	Routen, Mark
2			9/10/1965	7/1/2003	Routen, Mark
22				3/1/2004	Routen, Mark
7				11/1/2003	Higbee, Keith
		Unduplicated Count:	**7**		

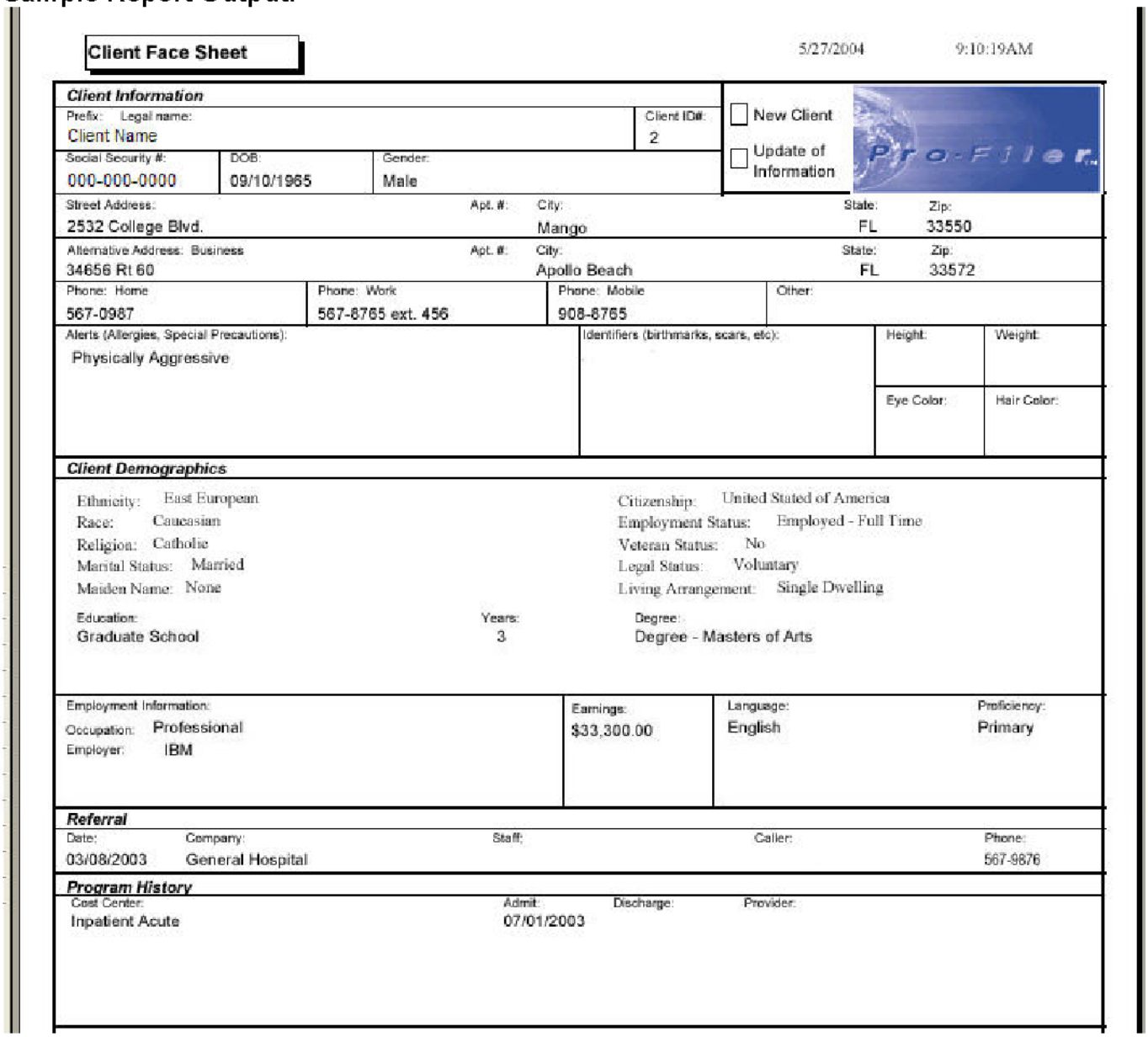

Episode Admissions By Company
Admissions
14
12
10
8
6
4
2
0
2
13
1
7
10
Company Name

Client Face Sheet

Purpose of Report

Comprehensive report for a specific client that contains demographics, addresses, phone numbers, family information, alerts, identifiers, diagnosis, payors, referral information, employment, cost centers, and contacts. Company-specific codes must be substituted for the codes that are defaulted in the report. Refer to the Face Sheet Documentation file for detailed setup information.

Sample Report Output:



Client Face Sheet 5/27/2004 9:10:19AM

Client Information

Prefix: Legal name: Client Name | Client ID#: 2 | ☐ New Client ☐ Update of Information

Social Security #: 000-000-0000 | DOB: 09/10/1965 | Gender: Male

Street Address: 2532 College Blvd. | Apt. #: | City: Mango | State: FL | Zip: 33550

Alternative Address: Business 34656 Rt 60 | Apt. #: | City: Apollo Beach | State: FL | Zip: 33572

Phone: Home 567-0987 | Phone: Work 567-8765 ext. 456 | Phone: Mobile 908-8765 | Other:

Alerts (Allergies, Special Precautions): Physically Aggressive | Identifiers (birthmarks, scars, etc): | Height: | Weight: | Eye Color: | Hair Color:

Client Demographics

Ethnicity: East European
Race: Caucasian
Religion: Catholic
Marital Status: Married
Maiden Name: None

Citizenship: United Stated of America
Employment Status: Employed - Full Time
Veteran Status: No
Legal Status: Voluntary
Living Arrangement: Single Dwelling

Education: Graduate School | Years: 3 | Degree: Degree - Masters of Arts

Employment Information: Occupation: Professional, Employer: IBM | Earnings: $33,300.00 | Language: English | Proficiency: Primary

Referral

Date: 03/08/2003 | Company: General Hospital | Staff: | Caller: | Phone: 567-9876

Program History

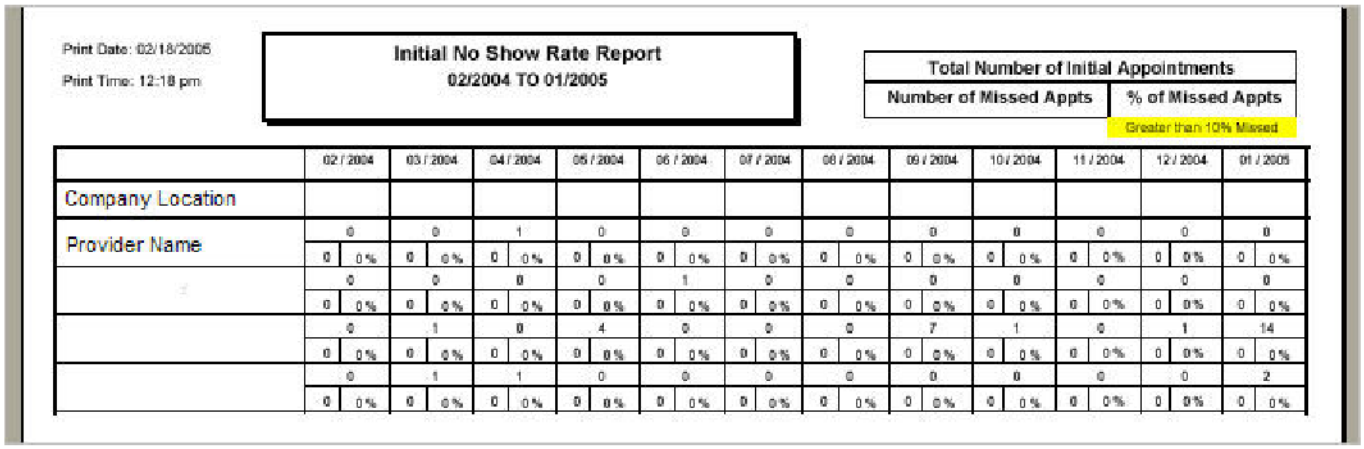
Cost Center: Inpatient Acute | Admit: 07/01/2003 | Discharge: | Provider:

Initial No Show Rate Report

Purpose of Report:

This report tracks the number of client's who missed their first scheduled appointment. The report looks for the first appointment after the client location/cost center admission date. It gives a total number of all appointments regardless of status. Then the report looks at the appointment status and counts "Missed" appointment statuses. The report then gives the percent of missed appointments compared to total number of appointments. The report is grouped by company location / Provider.

Sample Report Output:



Print Date: 02/18/2005
Print Time: 12:18 pm

Initial No Show Rate Report
02/2004 TO 01/2005

Total Number of Initial Appointments	
Number of Missed Appts	% of Missed Appts

Greater than 10% Missed

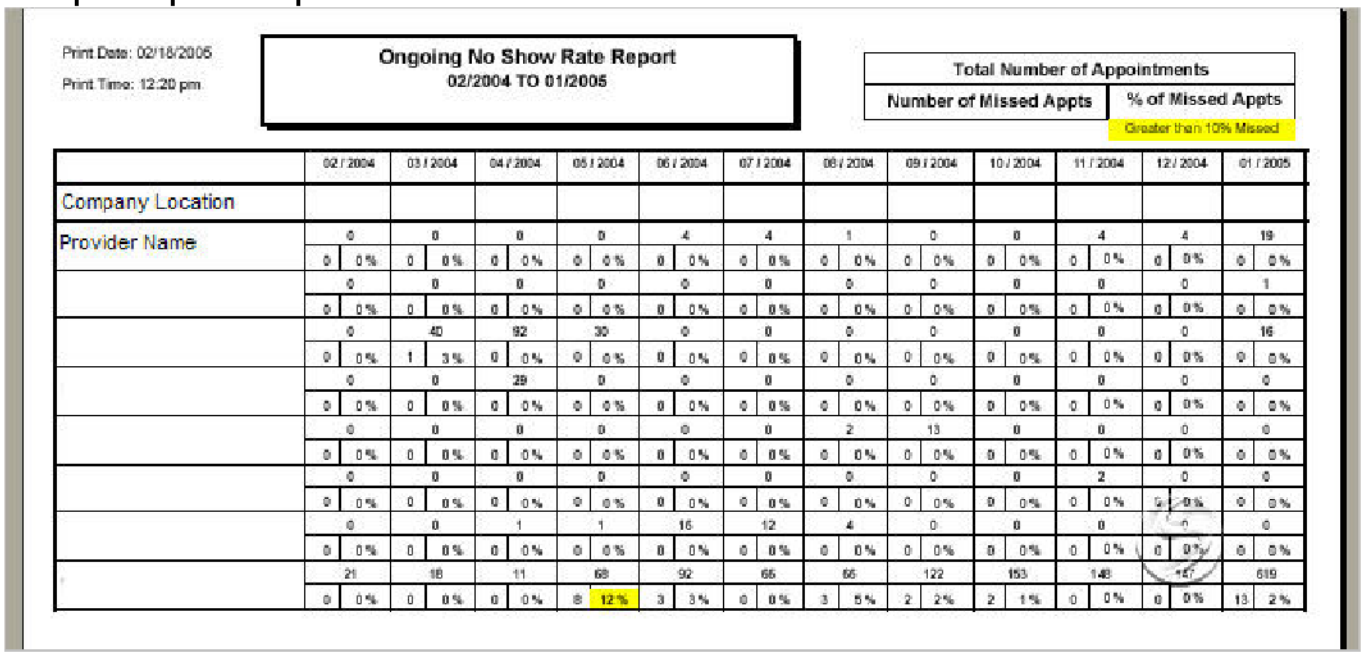
	02 / 2004	03 / 2004	04 / 2004	05 / 2004	06 / 2004	07 / 2004	08 / 2004	09 / 2004	10 / 2004	11 / 2004	12 / 2004	01 / 2005
Company Location												
Provider Name	0	0	1	0	0	0	0	0	0	0	0	0
	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%
	0	0	0	0	1	0	0	0	0	0	0	0
	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%
	0	1	0	4	0	0	0	7	1	0	1	14
	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%
	0	1	1	0	0	0	0	0	0	0	0	2
	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%

Ongoing No Show Rate Report

Purpose of Report:

This report tracks the number of client's who missed an appointment. It gives the total number of appointments by month/year for the past 12 months. All appointments regardless of status are counted in the total number of appointments. Then the report looks at the appointment status and counts "Missed" appointment statuses. The report then gives the percent of missed appointments compared to total number of appointments. The report is grouped by company location / Provider.

Sample Report Output:



Print Date: 02/18/2005
Print Time: 12:20 pm

Ongoing No Show Rate Report
02/2004 TO 01/2005

Total Number of Appointments
Number of Missed Appts | % of Missed Appts
Greater than 10% Missed

	02 / 2004	03 / 2004	04 / 2004	05 / 2004	06 / 2004	07 / 2004	08 / 2004	09 / 2004	10 / 2004	11 / 2004	12 / 2004	01 / 2005
Company Location												
Provider Name	0	0	0	0	4	4	1	0	0	4	4	19
	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%
	0	0	0	0	0	0	0	0	0	0	0	1
	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%
	0	40	92	30	0	0	0	0	0	0	0	16
	0 0%	1 3%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%
	0	0	29	0	0	0	0	0	0	0	0	0
	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%
	0	0	0	0	0	0	2	13	0	0	0	0
	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%
	0	0	0	0	0	0	0	0	0	2	0	0
	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%
	0	0	1	1	16	12	4	0	0	0	0	0
	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%
	21	18	11	68	92	66	66	122	153	148	147	619
	0 0%	0 0%	0 0%	8 12%	3 3%	0 0%	3 5%	2 2%	2 1%	0 0%	0 0%	13 2%

Client Planned Services Report

Purpose of Report

Lists all planned services in active cost centers by client. Data includes, planned service, planned units, begin and end dates, and credentials.

Sample Report Output:

Planned Services
Grouped By Client and Cost Center
Active Cost Centers in Active Episodes Only

07/13/2004
10:20 am

ID	Name	BDate	SSN	Episode	Admit
9	Client Name	10/23/1966	000-000-0000	Evaluation	09/01/2003

Cost Center	Admit	Planned Service	Credential	Units	Begin	End
Cost Center Name	09/01/2003	Individual Therapy		16	06/07/2004	06/30/2004
	09/01/2003	Counseling		5	03/31/2004	04/30/2004
	09/01/2003	Day Treatment		20	03/31/2004	04/30/2004
	09/01/2003	Individual Therapy		20	09/01/2003	10/31/2003
	09/01/2003	Group Therapy		12	09/10/2000	09/30/2003
	09/01/2003	Individual Therapy		30	09/01/2003	11/30/2003
	09/01/2003	Counseling		30	09/01/2003	10/31/2003
	09/01/2003	Individual Therapy		17	08/01/2004	08/30/2004
	11/01/2003	Individual Therapy		60	03/01/2004	05/30/2004
	11/01/2003	Individual Therapy		50	06/01/2004	06/15/2004
	11/01/2003	Individual Therapy		50	02/01/2004	06/30/2004
	11/01/2003	Counseling		15	05/01/2004	05/30/2004
	11/01/2003	Counseling		20	11/25/2003	12/26/2003
	11/01/2003	Counseling		15	01/01/2003	01/31/2003
	11/01/2003	Group Therapy		100	11/04/2003	01/27/2004
	11/01/2003	Individual Therapy		25	03/01/2004	03/30/2004
	11/01/2003	Group Therapy		50	06/01/2004	06/15/2004
	11/01/2003	Individual Therapy		30	01/01/2004	01/30/2004
	11/01/2003	Community Service		20	11/01/2003	12/31/2003
	11/01/2003	Counseling		10	11/26/2003	12/26/2003
	11/01/2003	Individual Therapy		30	05/01/2004	05/30/2004
	11/01/2003	Counseling		50	01/01/2004	06/30/2004

ID	Name	BDate	SSN	Episode	Admit
4	Client Name	11/14/1972	000-000-0000	Treatment Services	09/01/2003

Cost Center	Admit	Planned Service	Credential	Units	Begin	End
Cost Center Name	09/01/2003	Group Therapy		30	09/01/2003	10/31/2003
	09/01/2003	Intervention		20	02/01/2004	06/30/2004

ID	Name	BDate	SSN	Episode	Admit
37	Client Name	03/01/1960	000-000-0000	Evaluation	07/01/2004

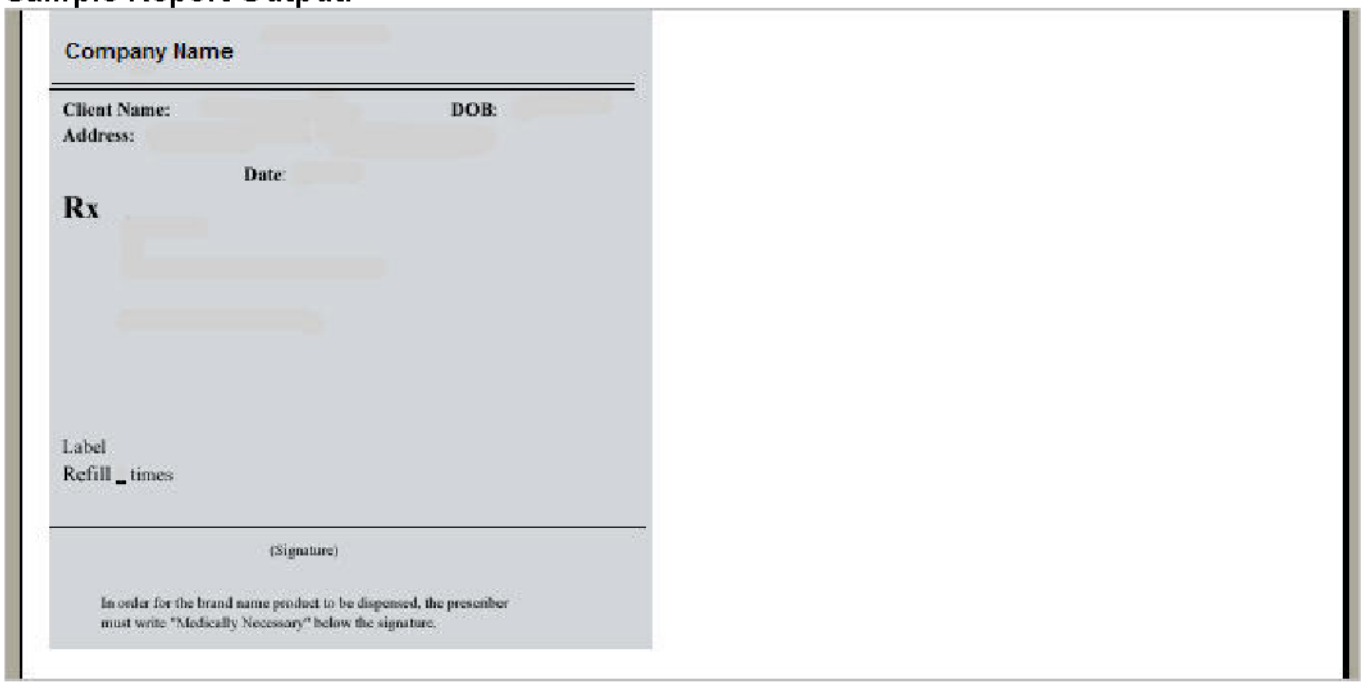
Cost Center	Admit	Planned Service	Credential	Units	Begin	End
Cost Center Name	07/01/2004	Individual Therapy		10	07/01/2004	07/31/2004

Prescription-OLE

Purpose of Report

Prints a prescription for a client's medication added in the Medications folder.

Sample Report Output:



Company Name

Client Name: DOB:
Address:

Date:

Rx

Label
Refill _ times

(Signature)

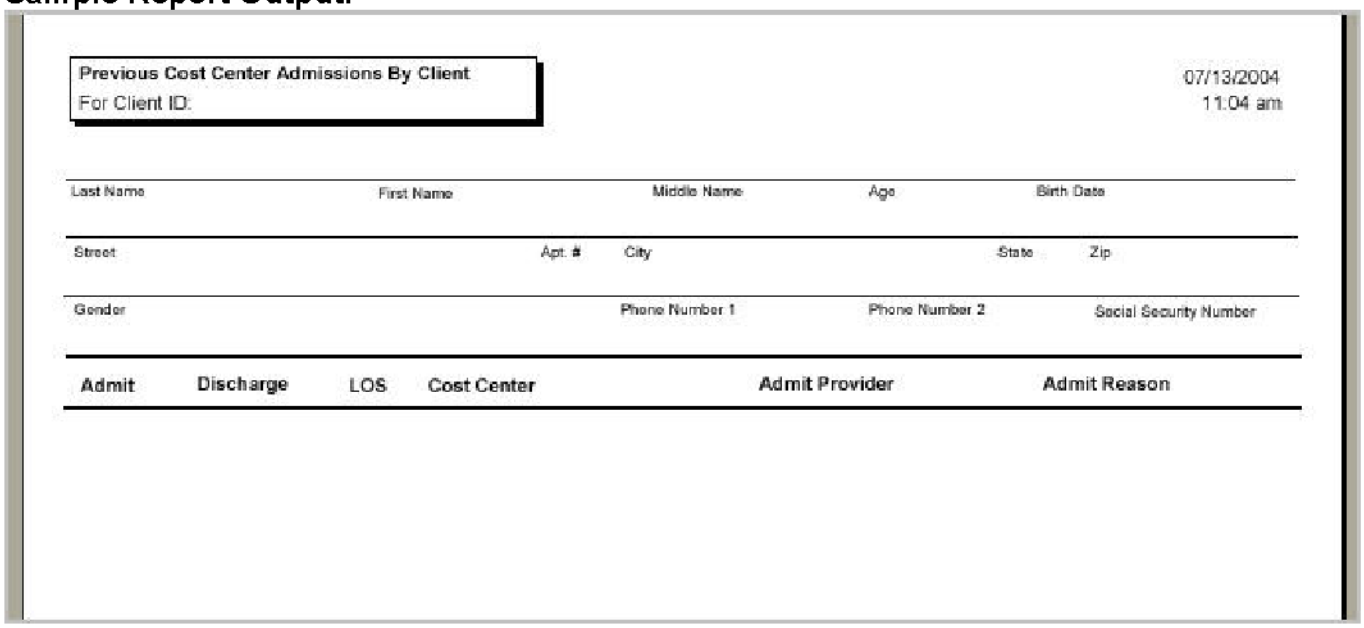
In order for the brand name product to be dispensed, the prescriber must write "Medically Necessary" below the signature.

Previous Cost Center Admissions By Client

Purpose of Report

This report lists prior cost center admissions for a specified client. This report includes admission date, admission provider, admission reason, and length of stay, SSN, and DOB. Includes address and demographic data.

Sample Report Output:



Previous Cost Center Admissions By Client
For Client ID:

07/13/2004
11:04 am

Last Name	First Name	Middle Name	Age	Birth Date

Street	Apt. #	City	State	Zip

Gender	Phone Number 1	Phone Number 2	Social Security Number

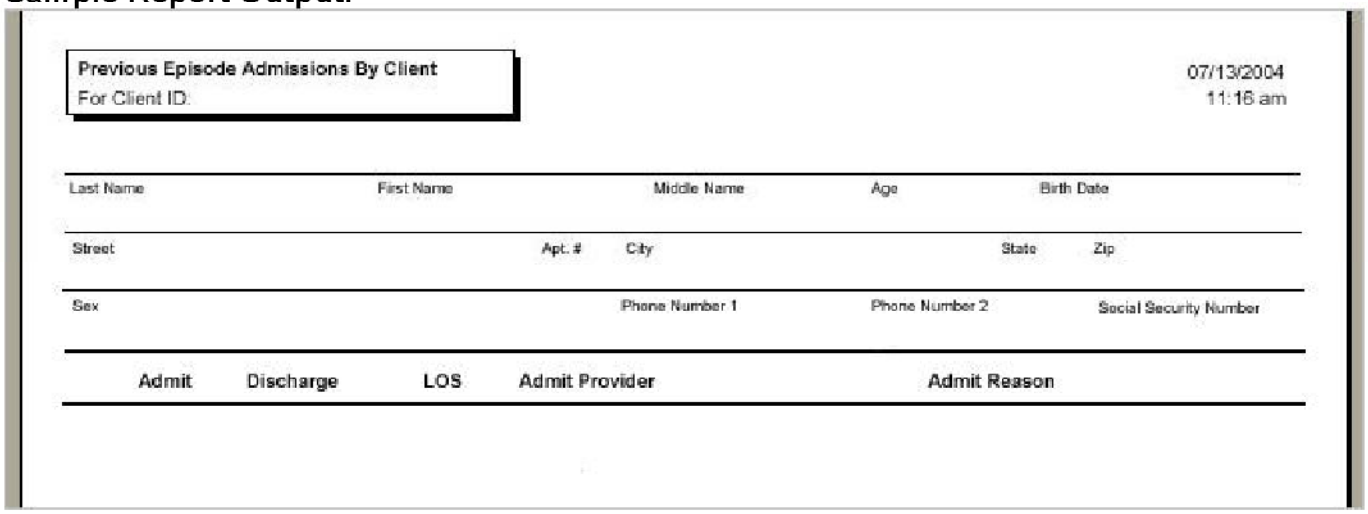
Admit	Discharge	LOS	Cost Center	Admit Provider	Admit Reason

Previous Episode Admissions By Client

Purpose of Report

This report lists prior episode admissions for a specified client. Includes admission date, admission provider, admission reason, length of stay, SSN, and DOB. It includes address and demographic data.

Sample Report Output:



Previous Episode Admissions By Client
For Client ID:

07/13/2004
11:16 am

Last Name	First Name	Middle Name	Age	Birth Date
Street	Apt. #	City	State	Zip
Sex		Phone Number 1	Phone Number 2	Social Security Number

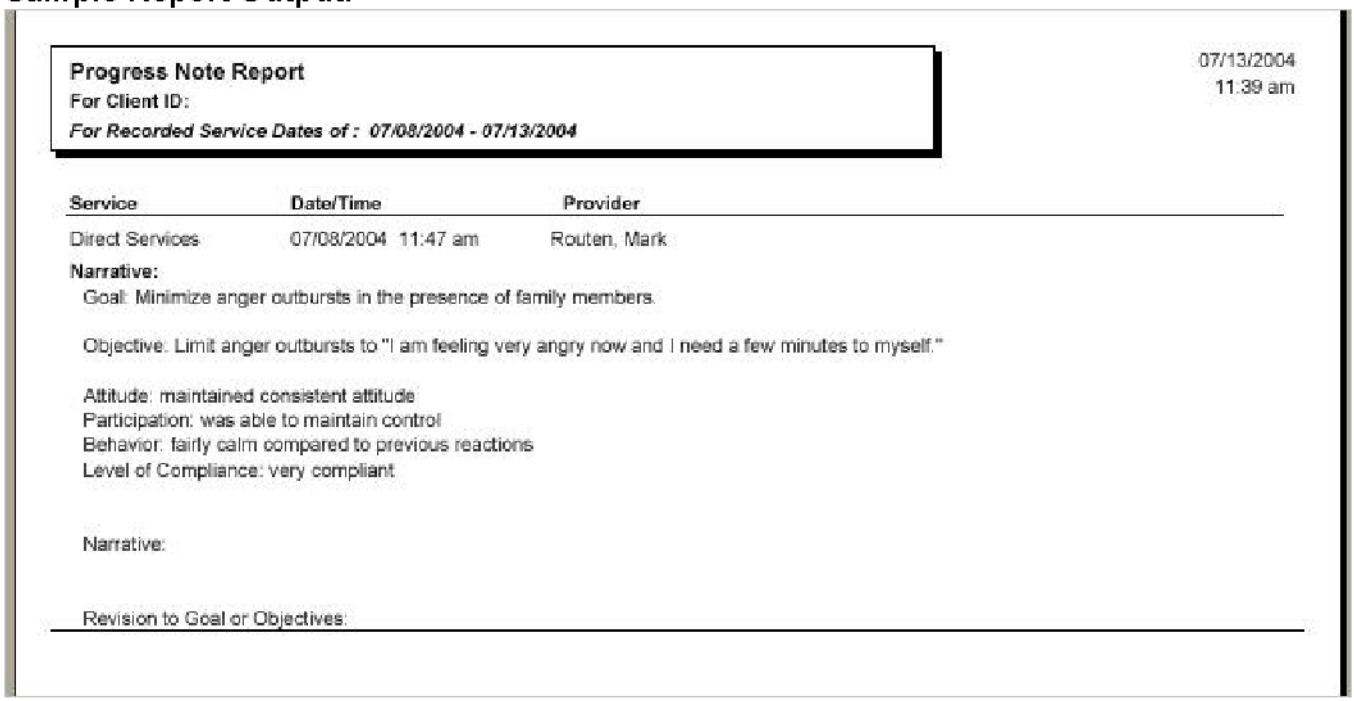
Admit	Discharge	LOS	Admit Provider	Admit Reason

Progress Note

Purpose of Report

Lists progress notes for a specified client and a specified period of time for a recorded service. Includes service, primary provider, service date, and note narrative. If there is no note for a recorded service, the report specifies that there is a missing note.

Sample Report Output:



Progress Note Report
For Client ID:
For Recorded Service Dates of : 07/08/2004 - 07/13/2004

07/13/2004
11:39 am

Service	Date/Time	Provider
Direct Services	07/08/2004 11:47 am	Routen, Mark

Narrative:

Goal: Minimize anger outbursts in the presence of family members.

Objective: Limit anger outbursts to "I am feeling very angry now and I need a few minutes to myself."

Attitude: maintained consistent attitude
Participation: was able to maintain control
Behavior: fairly calm compared to previous reactions
Level of Compliance: very compliant

Narrative:

Revision to Goal or Objectives:

Caseload by Provider

Purpose of Report

This report lists active clients under their caseload provider and cost center. It also lists clients, DOB, SSN, cost center location admission date, and treatment plan diagnosis. It provides a bar chart that sums total caseload by provider by cost center.

Sample Report Output:

Provider Caseload
By Cost Center
Active Cost Centers in Active Episodes Only

07/13/2004
1:39 pm

ID	Name	DOB	SSN	AdmitDate
Cost Center Name				
Provider Name				
5	Client Name	05/10/1968	000-00-0000	07/01/2003
	Diagnosis			
	309.3 - Adjustment Disorder with Disturbance of Conduct			
6				11/01/2003
	Diagnosis			
	-			
7				09/01/2003
	Diagnosis			
	-			
9		10/23/1966		11/01/2003
	Diagnosis			
	309.24 - Adjustment Disorder with Anxiety 309.9 - Adjustment Disorder Unspecified			
	-			
12				04/08/2004
	Diagnosis			
	-			
18		11/21/1945		10/01/2003
	Diagnosis			
	309.0 - Adjustment Disorder With Depressed Mood			
27		08/06/1950		03/01/2004
	Diagnosis			
	309 - Adjustment Disorder With Depressed Mood			
28				03/01/2004
	Diagnosis			
	308.3 - Acute Stress Disorder			
29				03/01/2004
	Diagnosis			
	-			
30				03/01/2004
	Diagnosis			
	308.3 - Acute Stress Disorder			
33				05/01/2004
	Diagnosis			
	-			
Total for Provider Name		11		

Provider Caseload Payor Mix

Purpose of Report:

This report tracks the actual payor mix of each provider's active caseload. An active caseload is defined as a client who has received a service within the given month reported. The payor type is determined by the client's rank 1 payor associated at the episode level. If the client has no rank 1 payor associated to the episode level, the client is assumed to be self-pay. This report is designed to report the last full month and backward for 12 months.

Sample Report Output:

LOGGED ON PROVIDER: Ron L Sorg
Companies Reported:

02/11/2005
4:38 pm

Print Date: 02/11/2005
Print Time: 4:37 pm

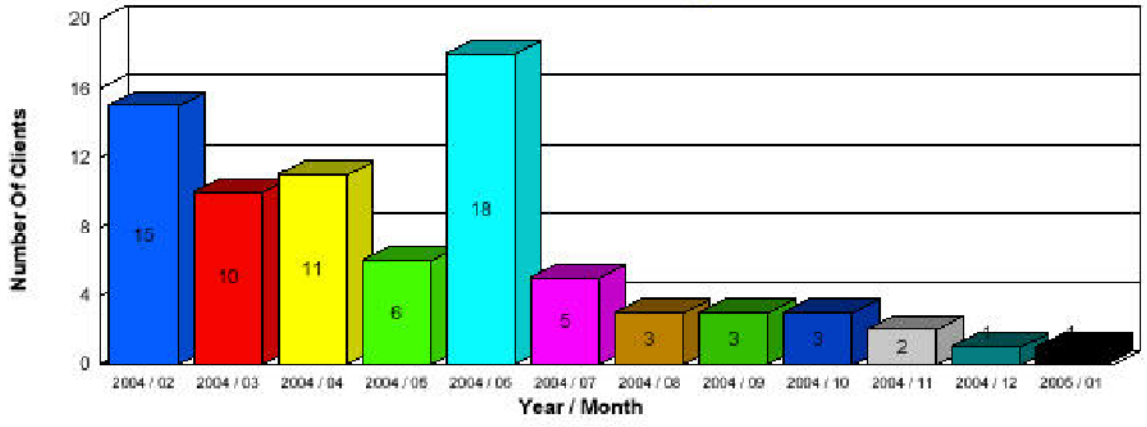
Provider CaseLoad Payor Mix Report
01/2005 TO 02/2004

Number of Active Clients by Payor Type
Percent of Total per Provider

Provider Name	2005 / 01	2004 / 12	2004 / 11	2004 / 10	2004 / 09	2004 / 08	2004 / 07	2004 / 06	2004 / 05	2004 / 04	2004 / 03	2004 / 02
Commercial	0	0	0	1	0	0	0	1	0	0	0	1
	0 %	0 %	0 %	100 %	0 %	0 %	0 %	50 %	0 %	0 %	0 %	25 %
Medicaid	1	0	0	0	0	1	1	1	0	2	0	3
	100 %	0 %	0 %	0 %	0 %	100 %	100 %	50 %	0 %	100 %	0 %	75 %

Report Total Client Summary

Distinct Count of Client by Date

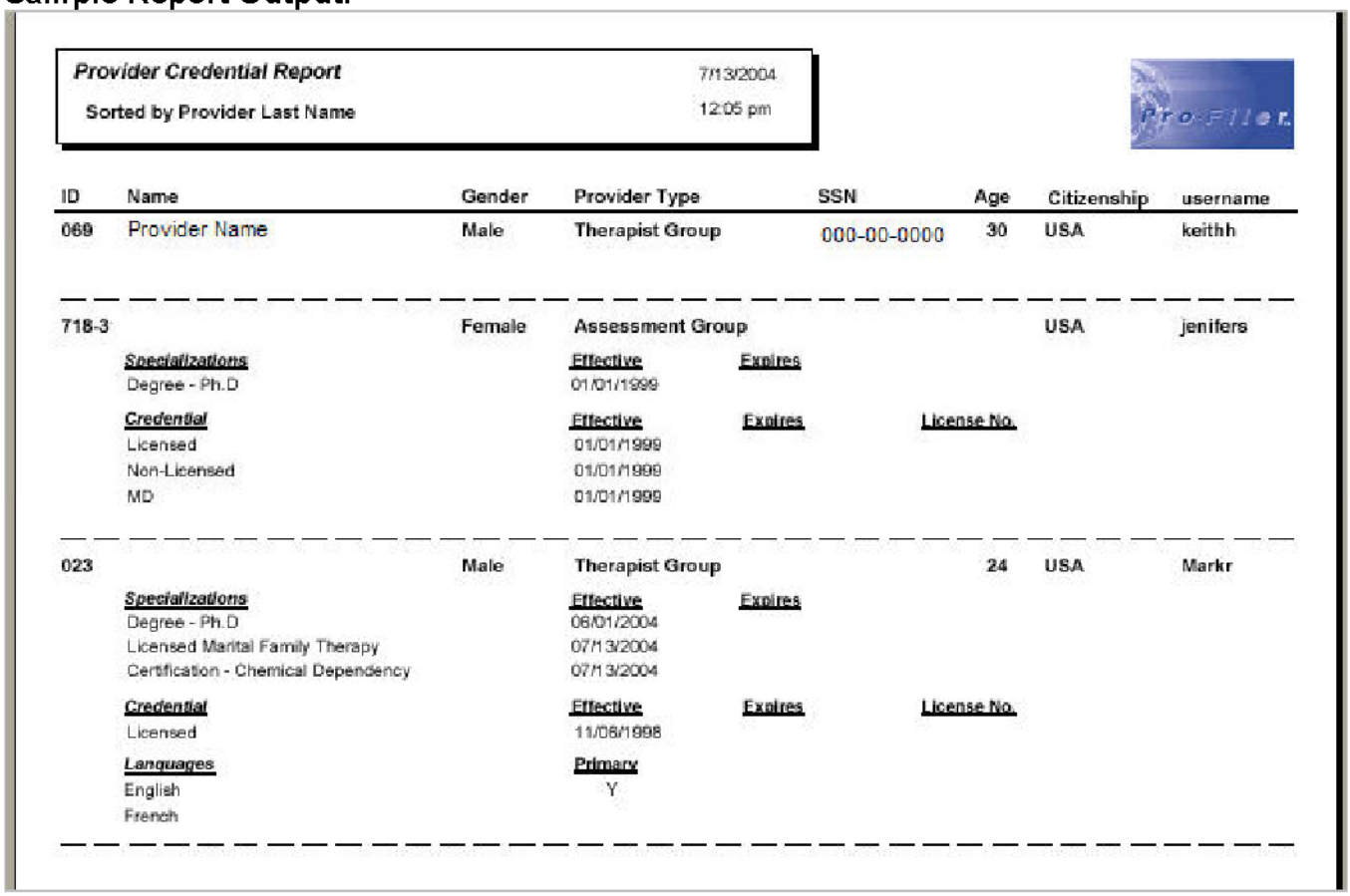


Provider Credentials

Purpose of Report

It lists active providers with their credential, degrees\licenses\certifications, and languages. It includes demographics, provider type, and username.

Sample Report Output:



Provider Credential Report 7/13/2004

Sorted by Provider Last Name 12:05 pm

ID	Name	Gender	Provider Type	SSN	Age	Citizenship	username
069	Provider Name	Male	Therapist Group	000-00-0000	30	USA	keithh
718-3		Female	Assessment Group			USA	jenifers

Specializations	Effective	Expires
Degree - Ph.D	01/01/1999	

Credential	Effective	Expires	License No.
Licensed	01/01/1999		
Non-Licensed	01/01/1999		
MD	01/01/1999		

023		Male	Therapist Group		24	USA	Markr

Specializations	Effective	Expires
Degree - Ph.D	06/01/2004	
Licensed Marital Family Therapy	07/13/2004	
Certification - Chemical Dependency	07/13/2004	

Credential	Effective	Expires	License No.
Licensed	11/06/1998		

Languages	Primary
English	Y
French	

Provider Information Report

Purpose of Report:

This report prints all of the information within the Profile of Provider form in Pro-Filer. The report can print all providers or select providers by entering a "Starts With Value". The report also has a parameter allowing the user to choose which "Form Tabs" information should be printed.

Sample Report Output:

Provider Information Report

12/31/2003
9:06 am

Provider Name

Provider Code: ☐ Can Override Client Security ☐ Attending
Provider Type: Other ID 1:
Social Security No: Username: Other ID 2:
Federal Tax ID: Domain: Other ID 3:
Tree View: Auto Task:
Marital Status: Sex: Birth Date:
Ethnicity: Race: . Citizenship:
Notes: Effective: Expiration:

Languages

Language	Primary	Proficiency

Addresses:

☐ Use For Referral Address Type: Effective: Expiration:
Street 1: Suite:
Street 2:
City: State: Zip:
County: Country: District:
Census Code: Census Area:
Use as a "Place Of Service" :
Notes:

Phone / Fax / E-Mail Effective: Expiration:
Type: Extension:
Notes:

Employment

Hire Date: Termination Date: Supervisor:
Status: Salary: Salary Code:
Job Description:

Credentials:

Credential	Description	Effective	Expiration

Notes

Degree / Experience / License / Certification

Name	Type	Date	Effective	Expiration

Notes

Provider Information Report

12/31/2003
9:07 am

Rate Classes:

Rate Class	Description	Effective	Expiration
011 Masters Level	Masters Level	01/01/2003	

Notes

Payor Company	PIN Location	Cost Center	Effective Contract Component	Expiration
Payor Name	April PIN		04/01/2003	05/01/2003
All Companies	All Company Locations	All Cost Centers	All Contract Components	

Notes:

Payor Company	PIN Location	Cost Center	Effective Contract Component	Expiration
Payor Name	Prov PIN		05/01/2003	
All Companies	All Company Locations	All Cost Centers	All Contract Components	

Notes:

Payor Company	PIN Location	Cost Center	Effective Contract Component	Expiration
Payor Name	PAYOR 2 PIN		01/01/2003	
Company Name	Company Location	Cost Center	BF Testing Payor 2	

Notes:

Payor Company	PIN Location	Cost Center	Effective Contract Component	Expiration
Payor Name	ALL Payor PIN		01/01/2003	
Company Name	All Company Locations	All Cost Centers	All Contract Components	

Notes:

Companies

Company Name
Company Name Line 2
Company Name

Rights:

Right Code	Abbr Name	Full Name

User Defined Data

Form	Effective	Expiration

Provider Identifiers

Identifier Type	Identifier	Effective	Expiration
Identifier	Provider Testing Identifier	01/01/2003	12/31/2010

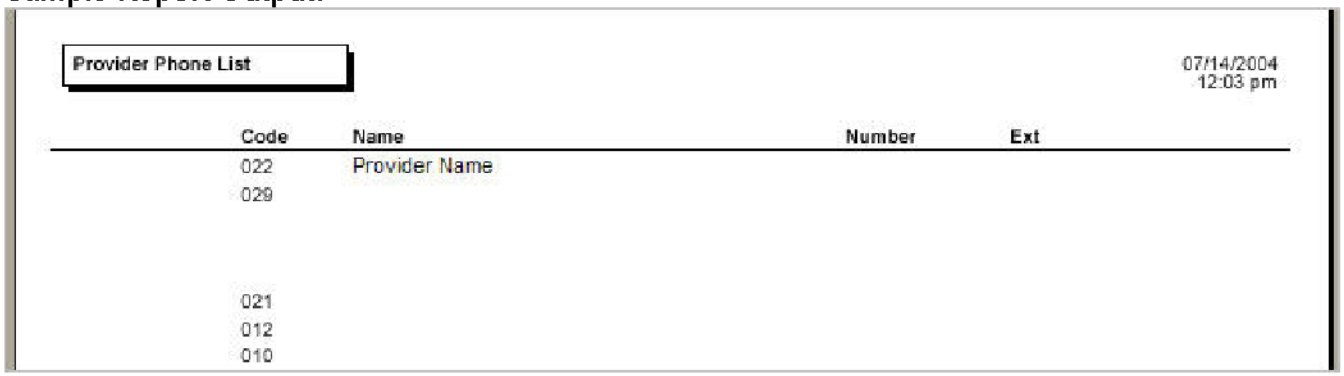
Notes: Provider Testing Identifier

Provider Phone List

Purpose of Report

This report lists active phone numbers for active providers. It includes provider, phone number, and extension.

Sample Report Output:



Provider Phone List

07/14/2004
12:03 pm

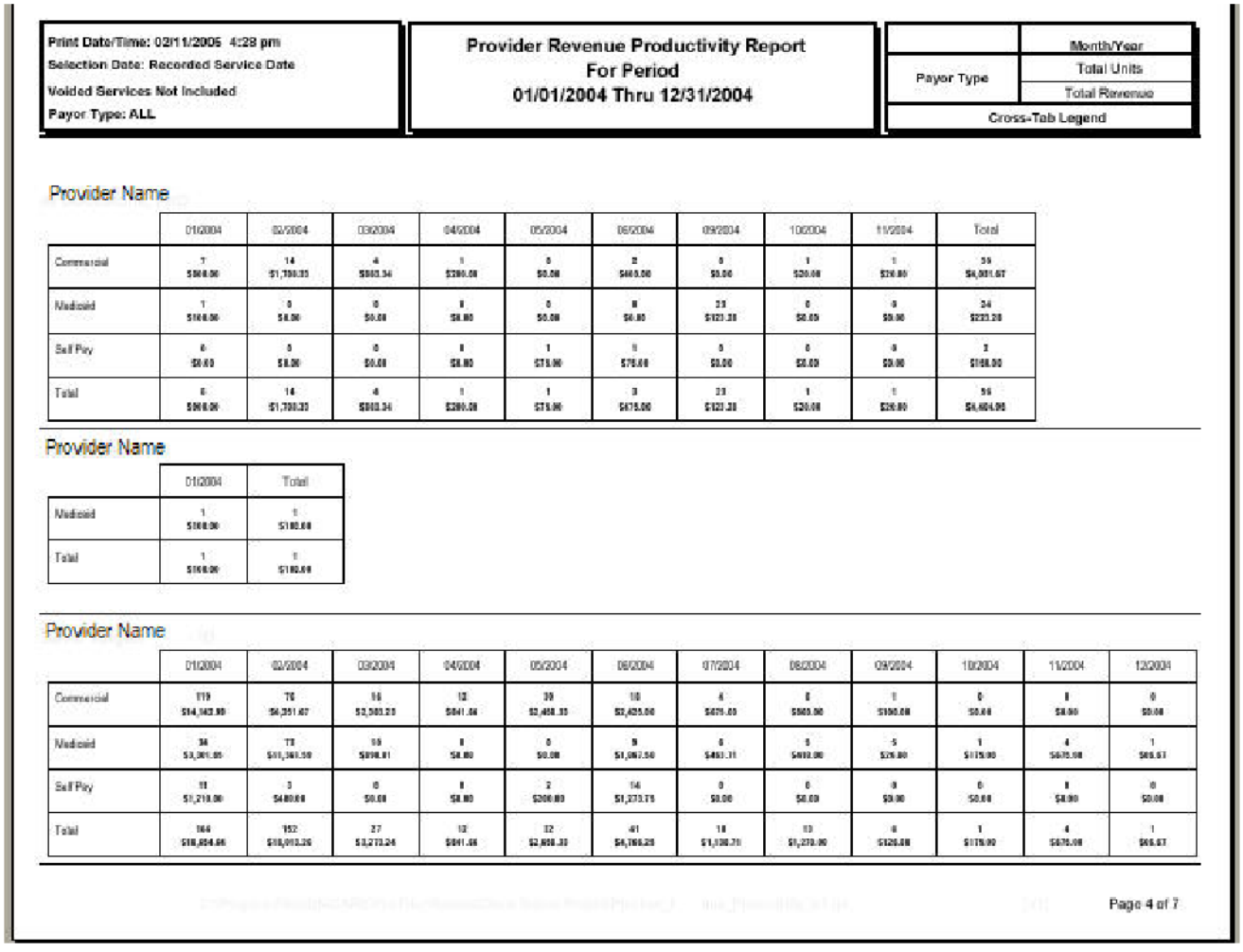
Code	Name	Number	Ext
022	Provider Name		
029			
021			
012			
010			

Provider Revenue Productivity

Purpose of Report:

This is a summary report that shows the total recorded service units and revenue. It groups the services by Provider, Payor Type and Month/Year the service was provided. The report has parameters allowing the user to set up the report in a number of different ways. The report also has drill down capabilities explained in more detail below. The report allows the user to select recorded services either by the recorded service date or the revenue line posted date stamp. . The revenue line containing "revenue" determines the payor type.

Sample Report Output:



Print Date/Time: 02/11/2005 4:28 pm
Selection Date: Recorded Service Date
Voided Services Not Included
Payor Type: ALL

Provider Revenue Productivity Report
For Period
01/01/2004 Thru 12/31/2004

Payor Type	Month/Year
	Total Units
	Total Revenue
Cross-Tab Legend	

Provider Name

	01/2004	02/2004	03/2004	04/2004	05/2004	06/2004	09/2004	10/2004	11/2004	Total
Commercial	1 $80.00	14 $1,700.33	4 $803.34	1 $200.00	0 $0.00	2 $400.00	0 $0.00	1 $20.00	1 $20.00	59 $4,001.67
Medicaid	1 $100.00	0 $0.00	0 $0.00	0 $0.00	0 $0.00	0 $0.00	23 $123.33	0 $0.00	0 $0.00	24 $223.33
Self Pay	0 $0.00	0 $0.00	0 $0.00	0 $0.00	1 $75.00	1 $75.00	0 $0.00	0 $0.00	0 $0.00	2 $150.00
Total	0 $80.00	14 $1,700.33	4 $803.34	1 $200.00	1 $75.00	3 $475.00	23 $123.33	1 $20.00	1 $20.00	56 $4,404.90

Provider Name

	01/2004	Total
Medicaid	1 $100.00	1 $100.00
Total	1 $100.00	1 $100.00

Provider Name

	01/2004	02/2004	03/2004	04/2004	05/2004	06/2004	07/2004	08/2004	09/2004	10/2004	11/2004	12/2004
Commercial	119 $14,143.90	70 $6,251.67	16 $2,303.23	12 $841.34	39 $2,468.35	10 $2,425.00	4 $475.00	8 $960.00	1 $100.00	0 $0.00	8 $8.00	0 $0.00
Medicaid	36 $3,301.05	73 $10,361.50	19 $898.81	8 $8.00	0 $0.00	9 $1,067.50	6 $463.31	5 $400.00	5 $25.00	1 $175.00	4 $675.00	1 $65.67
Self Pay	11 $1,210.00	3 $400.00	0 $0.00	8 $8.00	2 $200.00	14 $1,273.75	0 $0.00	0 $0.00	0 $0.00	0 $0.00	8 $8.00	0 $0.00
Total	166 $18,654.95	152 $18,013.26	37 $3,272.24	12 $841.34	32 $2,668.35	41 $4,166.25	10 $1,138.31	13 $1,270.00	6 $125.00	1 $175.00	4 $675.00	1 $65.67

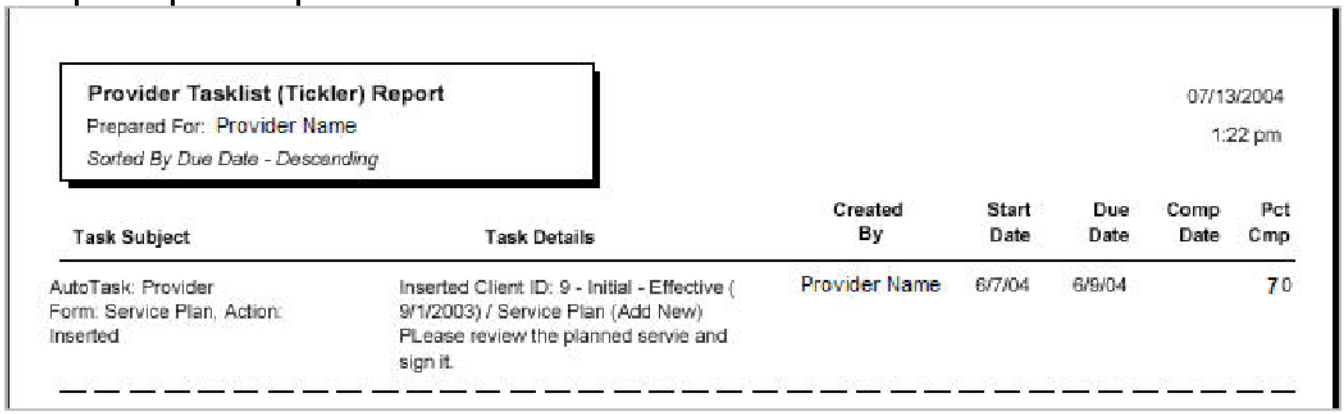
Page 4 of 7

Provider Task list

Purpose of Report

This report lists tasks, clinical tasks, and auto tasks for the logged in provider. Includes task subject, task body (narrative), creating provider, start date, due date, completion date, and completion percentage.

Sample Report Output:



Provider Tasklist (Tickler) Report
Prepared For: Provider Name
Sorted By Due Date - Descending

07/13/2004
1:22 pm

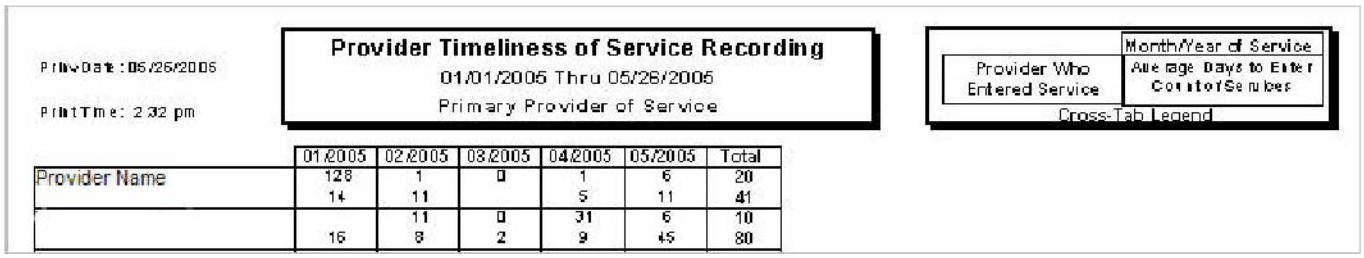
Task Subject	Task Details	Created By	Start Date	Due Date	Comp Date	Pct Cmp
AutoTask: Provider Form: Service Plan, Action: Inserted	Inserted Client ID: 9 - Initial - Effective (9/1/2003) / Service Plan (Add New) PLease review the planned servie and sign it.	Provider Name	6/7/04	6/9/04		70

Provider Timelines of Service Recording

Purpose of Report:

This is a summary report that compares the recorded service date with the date the service was actually entered into the Pro-Filer system. It groups the services by Provider and Month/Year the service was provided. The report gives the total number of recorded services and the average "Date To Enter". The report has a parameter allow the report to be based upon the primary provider of the service or the provider who actually entered the service. The service entry date will be from the recorded service created date. This is the system date when the service was entered into the Pro-Filer system.

Sample Report Output:



Print Date: 05/26/2006

Print Time: 2:32 pm

Provider Timeliness of Service Recording

01/01/2005 Thru 05/26/2005

Primary Provider of Service

	Month/Year of Service					
Provider Name	01/2005	02/2005	03/2005	04/2005	05/2005	Total
	128	1	0	1	6	20
	14	11		5	11	41
		11	0	31	6	10
	16	8	2	9	45	80

Provider Who Entered Service

Month/Year of Service

Average Days to Enter Count of Services

Cross-Tab Legend

Referral Face Sheet

Purpose of Report

Comprehensive report for a specific client that contains detailed referral information, demographics, addresses, phone numbers, family information, alerts, payors, and contacts. Company-specific codes must be substituted for the codes that are defaulted in the report. Refer to the Face Sheet Documentation file for detailed setup information.

Sample Report Output:

REFERRAL FACE SHEET

07/13/2004
3:01 pm

Referral Date:	Staff (Provider):	Cost Center:
Referral Type:	Referral Source Type:	
Referral Company:	Location:	
Contact:		
Expertise:		

Caller's Name:	Phone:	Relationship:

Client Information

Name:	DOB:	SSN:
Gender:	Potential Client?	Client ID:
Address:		
Phone (Home):	Phone (Work):	
Contact Person (with whom appointment should be made):		
Notes:		

Alerts

Alert:	Priority:	Notes:	Date Expired & Reason
Proof of Income			

Call Details

Referral Reason:		Problem:	
Expertise Requested:		Waitlist Status:	
Referred to: Int. Company:	Location:	Cost Center:	
Ext. Company:	Location:	Contact:	
Follow-up Provider:	Expected Follow-up Date:	Follow-up Date:	
	Outcome:		
Eff. Date:	Exp. Date:	Exp. Reason:	
Notes:			

Reviews

Follow-up Provider:	Expected Follow-up Date:	Actual Follow-up Date:
	Outcome:	
Effective:	Expiration:	Exp Reason:
Notes:		

Insurance

Medicare:	RID#:	Start Date:	End Date:
Group:	Plan:		
Medicaid:	RID#:	Start Date:	End Date:
Group:	Plan:		
Other Insurance:	Policy #:		
Group:	Plan:		
Policy Holder:	Relationship to Client:	SSN:	DOB:
Start Date: End Date:	Notes:		

Guradian's Information

Name:	Legal Guardian?
Address:	
Phone (Home):	Phone (Work):

Spouse's Information

Name:	Legal Guardian?
Address:	
Phone (Home):	Phone (Work):

For Referral

Effective:		Reason for Expiration:
Notes:		

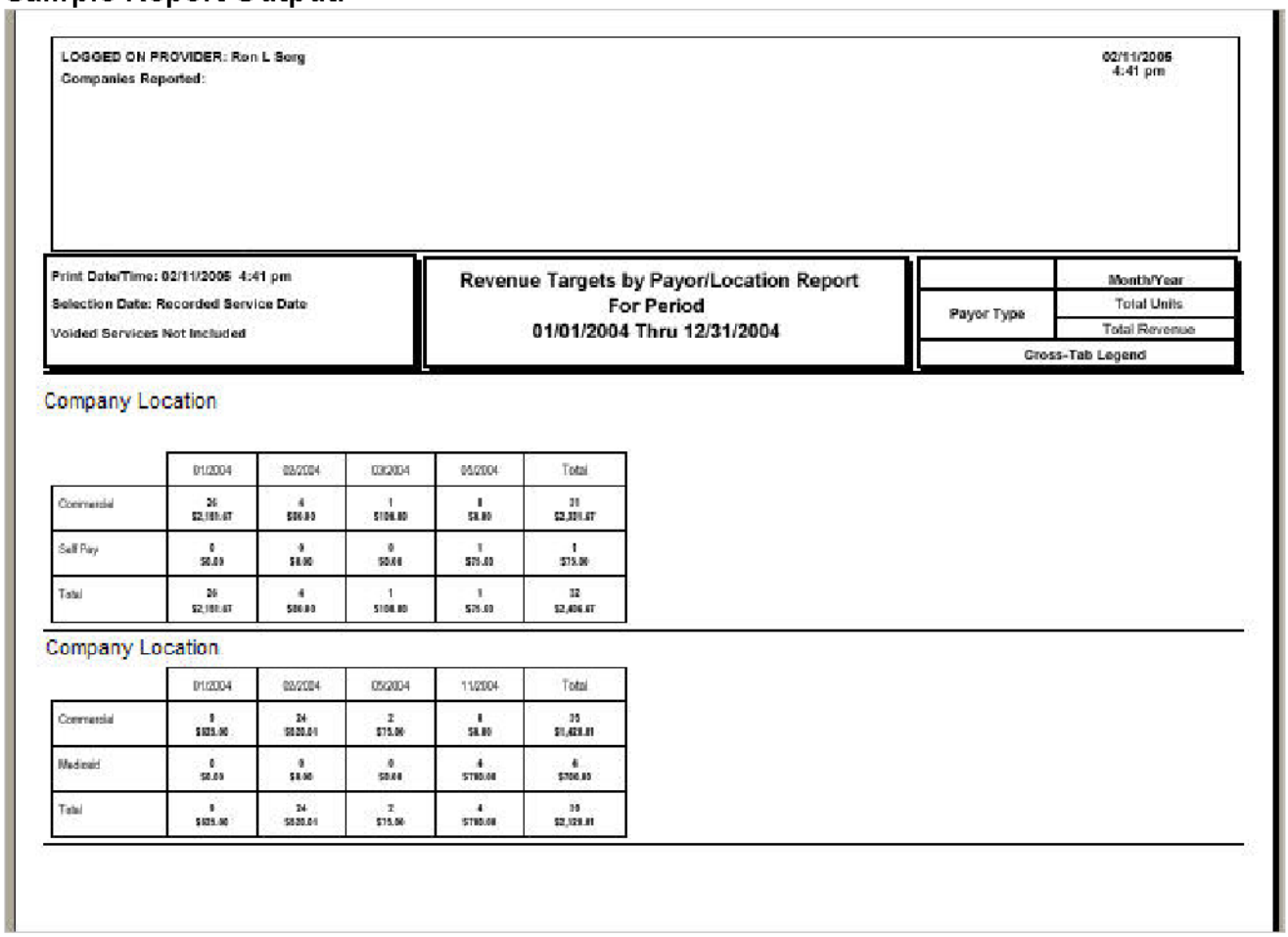
Assigned Provider:	Date of Assignment:
Date and Time of Scheduled Appointment/Intake:	

Revenue Targets by Payor-Location

Purpose of Report:

This report gives the total recorded service units and revenue grouped by Company Location / Payor Type by date. The report allows the user to select recorded services either by the recorded service date or the revenue line posted date stamp. . The revenue line containing "revenue" determines the payor type.

Sample Report Output:



LOGGED ON PROVIDER: Ron L Sorg
Companies Reported:

02/11/2005
4:41 pm

Print Date/Time: 02/11/2005 4:41 pm
Selection Date: Recorded Service Date
Voided Services Not Included

Revenue Targets by Payor/Location Report
For Period
01/01/2004 Thru 12/31/2004

Payor Type	Month/Year
	Total Units
	Total Revenue

Cross-Tab Legend

Company Location

	01/2004	02/2004	03/2004	05/2004	Total
Commercial	26 $2,181.67	4 $80.00	1 $106.80	1 $8.80	31 $2,331.47
Self Pay	0 $0.00	0 $0.00	0 $0.00	1 $75.00	1 $75.00
Total	26 $2,181.67	4 $80.00	1 $106.80	1 $75.00	32 $2,406.47

Company Location

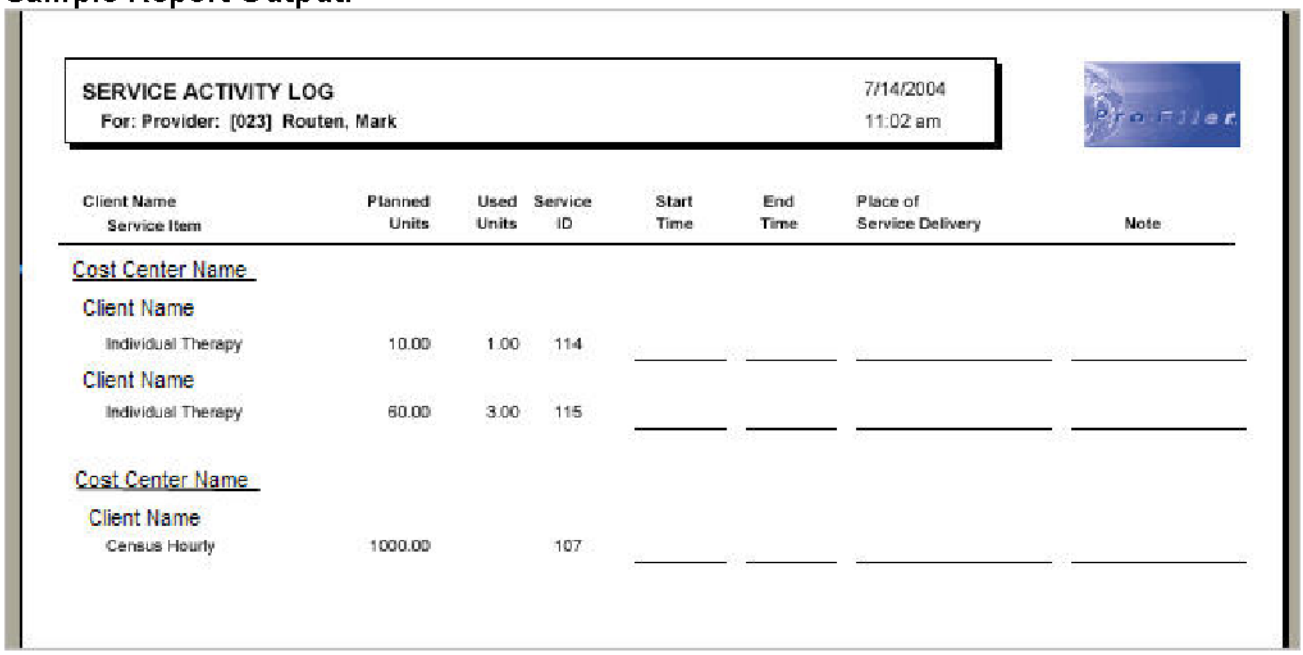
	01/2004	02/2004	05/2004	11/2004	Total
Commercial	0 $825.00	24 $830.01	2 $15.00	8 $8.80	35 $1,428.81
Medicaid	0 $0.00	0 $0.00	0 $0.00	4 $700.00	4 $700.00
Total	0 $825.00	24 $830.01	2 $15.00	4 $700.00	30 $2,128.81

Service Activity Log

Purpose of Report

Lists client planned services for the caseload provider and allows providers to record services. For each cost center, the report lists clients, planned services, total units planned, and total units recorded. This report provides fields to input the service start time, end time, place of service, and notes.

Sample Report Output:



SERVICE ACTIVITY LOG
For: Provider: [023] Routen, Mark
7/14/2004
11:02 am

Client Name / Service Item	Planned Units	Used Units	Service ID	Start Time	End Time	Place of Service Delivery	Note
Cost Center Name							
Client Name							
Individual Therapy	10.00	1.00	114				
Client Name							
Individual Therapy	60.00	3.00	115				
Cost Center Name							
Client Name							
Census Hourly	1000.00		107				

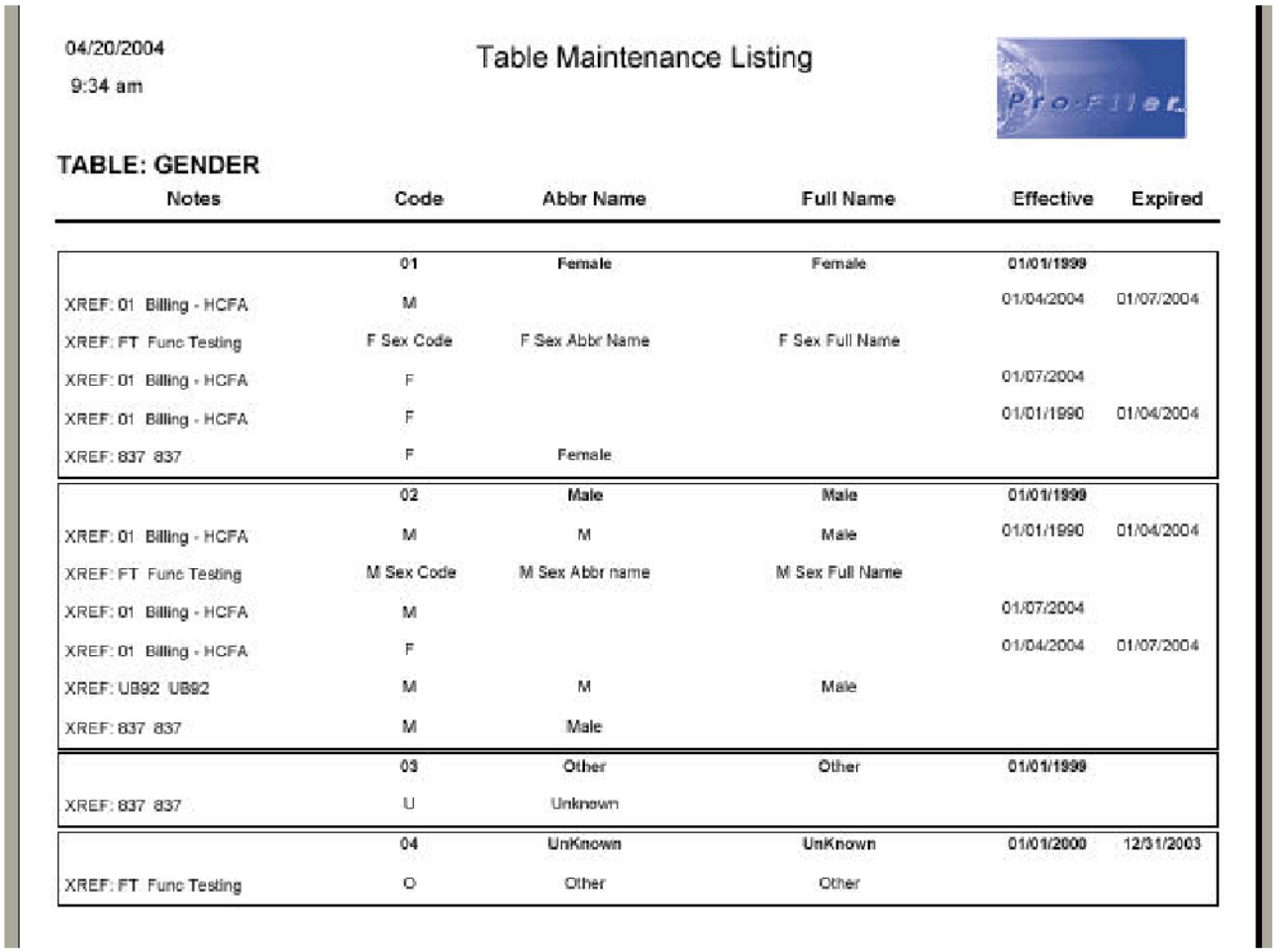
Table Maintenance Listing

Purpose of Report:

This report will print the Maintenance Table values and Cross References.

Users can select a Parameter Value of "ALL" to print a report of all tables or select individual table names.

Sample Report Output:



04/20/2004
9:34 am

Table Maintenance Listing

TABLE: GENDER

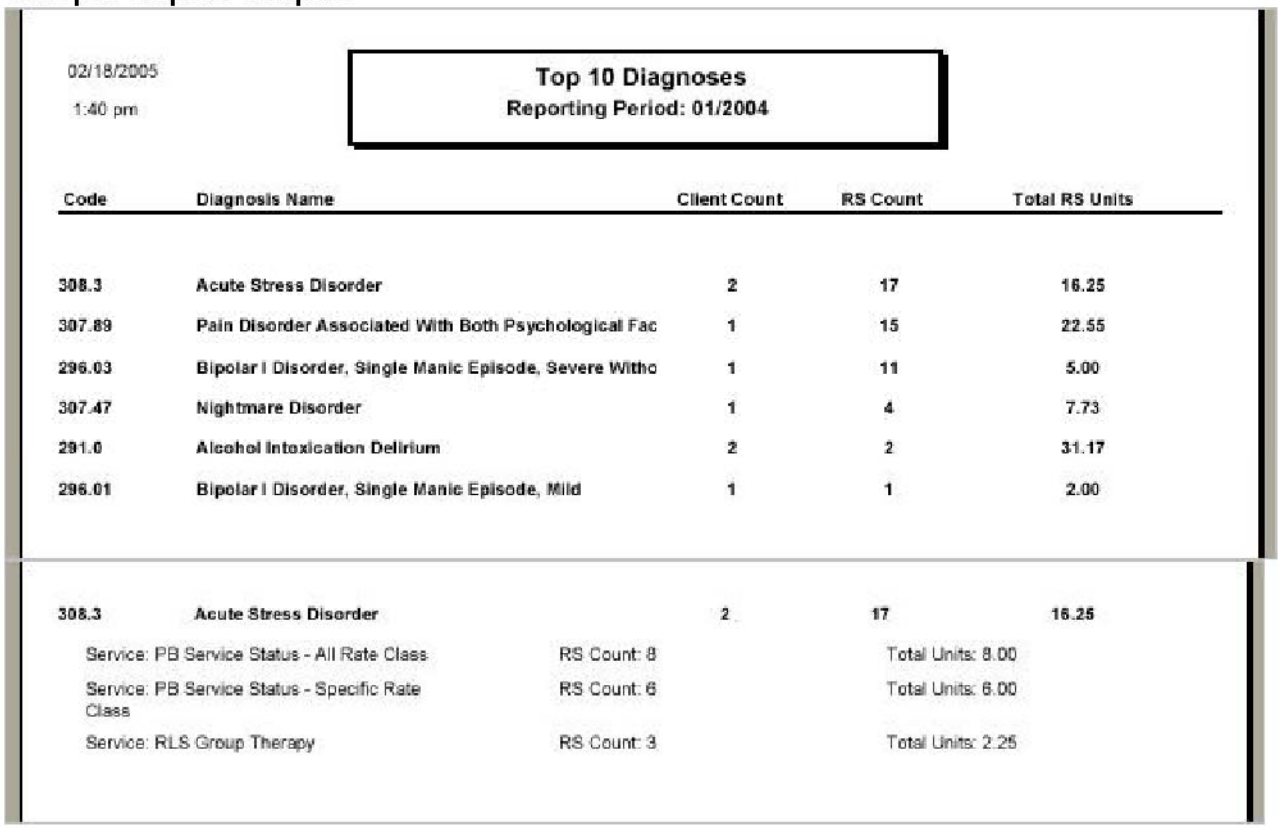
Notes	Code	Abbr Name	Full Name	Effective	Expired
	01	**Female**	**Female**	**01/01/1999**	
XREF: 01 Billing - HCFA	M			01/04/2004	01/07/2004
XREF: FT Func Testing	F Sex Code	F Sex Abbr Name	F Sex Full Name		
XREF: 01 Billing - HCFA	F			01/07/2004	
XREF: 01 Billing - HCFA	F			01/01/1990	01/04/2004
XREF: 837 837	F	Female			
	02	**Male**	**Male**	**01/01/1999**	
XREF: 01 Billing - HCFA	M	M	Male	01/01/1990	01/04/2004
XREF: FT Func Testing	M Sex Code	M Sex Abbr name	M Sex Full Name		
XREF: 01 Billing - HCFA	M			01/07/2004	
XREF: 01 Billing - HCFA	F			01/04/2004	01/07/2004
XREF: UB92 UB92	M	M	Male		
XREF: 837 837	M	Male			
	03	**Other**	**Other**	**01/01/1999**	
XREF: 837 837	U	Unknown			
	04	**UnKnown**	**UnKnown**	**01/01/2000**	**12/31/2003**
XREF: FT Func Testing	O	Other	Other		

Top Ten Diagnoses

Purpose of Report:

This report shows the Top 10 Axis1 diagnoses in the given reporting month. The report is based off of the recorded services within the reporting month. If the recorded services have an Axis 1 diagnosis associated with it, that diagnosis is used. If the recorded service is for a self-pay client and no Axis 1 diagnosis was associated with the service, the report will use the rank 1, axis 1 diagnosis associated at the treatment plan. This report also uses "drill down" capability to provide a "service profile" for each of the diagnoses listed.

Sample Report Output:



02/18/2005
1:40 pm

Top 10 Diagnoses
Reporting Period: 01/2004

Code	Diagnosis Name	Client Count	RS Count	Total RS Units
308.3	Acute Stress Disorder	2	17	16.25
307.89	Pain Disorder Associated With Both Psychological Fac	1	15	22.55
296.03	Bipolar I Disorder, Single Manic Episode, Severe Witho	1	11	5.00
307.47	Nightmare Disorder	1	4	7.73
291.0	Alcohol Intoxication Delirium	2	2	31.17
296.01	Bipolar I Disorder, Single Manic Episode, Mild	1	1	2.00

308.3	Acute Stress Disorder	2	17	16.25
Service: PB Service Status - All Rate Class		RS Count: 8	Total Units: 8.00	
Service: PB Service Status - Specific Rate Class		RS Count: 6	Total Units: 6.00	
Service: RLS Group Therapy		RS Count: 3	Total Units: 2.25	

PracticePlanners®

UNI/CARE Systems, Inc. & John Wiley & Sons, Inc.

TREATMENT PLANNERS™

for the

PRO-FILER™

BEHAVIORAL HEALTHCARE INFORMATION SYSTEM

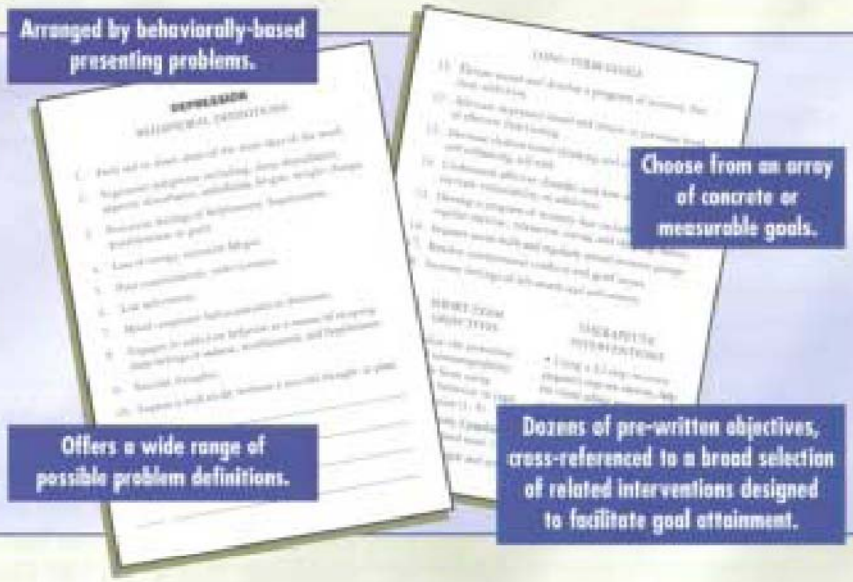
The *Treatment Planner*™ books and software have been successfully used by over 300,000 mental health professionals in thousands of clinical settings to improve clinical reporting, speed record-keeping, foster prompt reimbursement, and facilitate outcomes assessment.

PROVIDING A STANDARD LANGUAGE TO DESCRIBE BEHAVIORAL HEALTH TREATMENT

Now, John Wiley & Sons, publishers of the best-selling *Treatment PLanner*™ books and software, have joined up with UNI/CARE Systems, Inc., creators of the *Pro-Filer*™ Behavioral Healthcare Information system, to bring this standardized language for clinical care to your desktop.

HOW THE *TREATMENT PLANNER*™ SYSTEM WORKS

Treatment Planners™ include all of the necessary elements for developing individualized treatment plans, including thousands of pre-written problem definitions, long-term goals, short-term objectives, therapeutic interventions, and DSM™ diagnoses.


Arranged by behaviorally-based presenting problems.
Choose from an array of concrete or measurable goals.
Offers a wide range of possible problem definitions.
Dozens of pre-written objectives, cross-referenced to a broad selection of related interventions designed to facilitate goal attainment.

CREATE A SYSTEM THAT WORKS FOR YOUR ORGANIZATION

Adapt the system to fit your facility's particular needs by choosing from a wide selection of *Treatment Planner*™ libraries designed for specific patient populations and treatment settings:

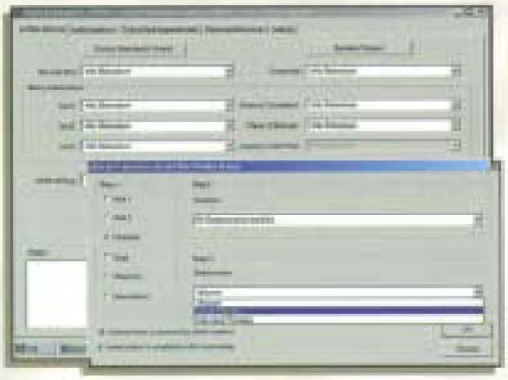
Patient Population Libraries:

- Adult
- Adolescent
- Child
- Addiction
- Couples
- Family
- Older Adult
- Personality Disorders
- Gay & Lesbian
- Severe and Persistent Mental Illness
- Mentally Retarded/ Developmentally Disabled

Treatment Setting Libraries:

- Behavioral Medicine
- Continuum of Care
- Crisis Counseling
- Employee Assistance
- Group
- Juvenile Justice
- Social Work/ Human Services
- Psychiatric Evaluation
- Rehabilitation
- School Counseling
- Special Education
- Pastoral

WILEY



WHAT THE *TREATMENT PLANNER*™ SYSTEM MEANS FOR YOUR ORGANIZATION

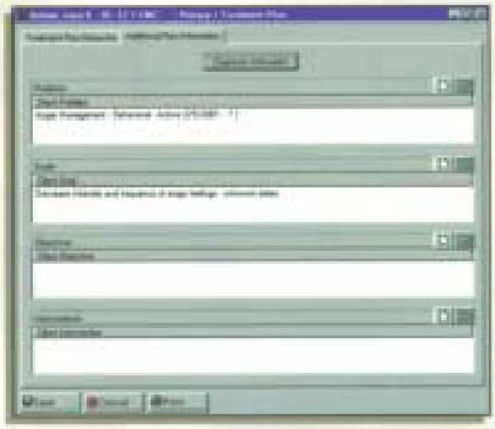
Adopting a standardized language for creating treatment plans can aid your facility in:

- Speeding the clinical record-keeping process
- Conducting utilization reviews
- Meeting the requirements of accrediting agencies and third-party payers
- Assessing clinical outcomes
- Promoting accountability
- Fostering communication

NOW AVAILABLE AS PART OF THE *PRO-FILER*™ *CLINICAL CARE MODULE*

The *Treatment Planners*™ are available as computerized libraries incorporated into the *Pro-Filer*™ *Clinical Care Module.*

- UNI/CARE's *Pro-Filer*™ uses the *Treatment Planner*™ system to create individualized treatment plans with easy point & click operation.
- Link the *Treatment Planner*™ components to your diagnosis and service plan using UNI/CARE's *Pro-Filer*™.
- Electronically monitor the treatment plan review dates for the problems, goals, objectives and interventions.



THOUSANDS OF SATISFIED USERS

Thousands of behavioral health facilities have successfully employed the *Treatment Planner*™ system to improve their clinical record keeping and streamline the treatment planning process.

The Family & Children's Service of Nashville, Tennessee, began using the *Treatment Planners*™ in a computerized format in 1998. They found that having a shared, concrete language really improved the quality of treatment plans.

Janice Thrower, Director of the Counseling Program, explains that *"the language jibes well with the way we work and the outcomes we seek for our clients."*

Having the contents of the books available through a point-and-click software program *"cut the time it takes to create treatment plans in half, while providing better clinical oversight."*

Ms. Thrower also reported that counseling staff welcomed the system, viewing it as a useful organizer, and even a mentor—*"clinicians have reacted very favorably—and some have even gotten ideas for new approaches from the extensive array of interventions."*

FOR MORE INFORMATION

To find out more about how you can create a customized treatment planning and clinical record management system for your facility using the Treatment Planner library software and UNI/CARE Systems, Inc., contact UNI/CARE Systems, Inc. at 941-954-3403.

UNI/CARE Systems, Inc.
540 North Tamiami Trail
Sarasota, FL 34236
Telephone: 941-954-3403
www.unicaresys.com

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UNI/CARE Systems, Inc.
presents RevRunner℠
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RevRunner℠

A comprehensive, automated solution that enables healthcare providers to efficiently identify insurance eligibility and proactively monitor the status of claims. All with unequalled speed and accuracy.

UNI/CARE

RevRunner℠ – The Revenue Enhancer.

Utilizing enhanced tool sets and unlimited data transactions, ***RevRunner*** maximizes insurance reimbursement, identifies more insurance coverage, reduces claim denials, increases point-of-service cash collections, maximizes self-pay revenues and minimizes bad debt write-offs. Developed to enhance a healthcare organization's top and bottom line, ***RevRunner*** reduces the time it takes to get paid for the services delivered and lowers the percentage of claims that go to bad debt. ***RevRunner*** technology automatically creates and sends eligibility inquiries to any payer you work with, whether public or private. Then, ***RevRunner*** proactively monitors the status of every claim and intelligently identifies only those accounts that require action today. Just as importantly, ***RevRunner*** tells you which ones require no further attention.

Accelerating reimbursement from registration to collection.

The ***HTP RevRunner*** product suite is based on industry best practices and has been developed to address the most critical areas of the revenue cycle to achieve the greatest impact for accelerating reimbursement.

RevRunner Verifier℠

- Send unlimited eligibility inquiries throughout the entire revenue cycle without paying transaction charges
- Verify insurance eligibility for every consumer encounter–before consumer arrives and/or at time of registration
- Integrate eligibility verification into existing HIS systems utilizing ***RevRunner Connect℠***
- Check multiple payers at one time
- Identify data discrepancies between HIS and payer
- Standardize the delivery of information from various payers' responses

RevRunner Monitor℠

- Send unlimited claim status inquiries without paying transaction charges
- Pro-actively monitor the status of third party claims
- Increase staff productivity with daily "actionable" Exception WorkLists

- ***Maximize reimbursement for every account***
- ***Automatically identify coverage for self-pays***
- ***Minimize write-offs***
- ***Ensure fastest possible time-to-pay***
- ***Fixed-fee pricing***
- ***Extensive scalability***
- ***Identify secondary coverage***

$10 Million Success Story:

Mercy Health Partners - Cincinnati, OH

"RevRunner has enabled us to manage our self-pay accounts much more efficiently. The proof is in the numbers. We have increased and accelerated Medicaid reimbursement, as well as decreased referrals to collections."

- Jane Berkebile, Regional Vice President

RevRunner's technology solution results:

- **Implemented in less than 30 days**
- **Processed nearly 200,000 self-pay accounts for eligibility in first 6 months, many that would have been written off as bad debt**
- **Identified valid coverage for close to *$10 million* in charges for which Mercy has billed for reimbursement**

To realize the benefits of RevRunner, contact UNI/CARE today.

The rewards of healthcare automation.

Industry evidence has shown that 1/3 of write-offs are avoidable and in many cases 3-5% of revenue is lost. ***RevRunner*** dramatically improves these numbers for our customers through the automation of administrative processes.

In addition to improving your revenue cycle, you're also saving valuable time and increasing staff productivity. ***RevRunner***, and the Exception WorkLists that it provides, permits your organization staff to work smarter and more efficiently. Instead of your staff inefficiently working only a handful of accounts on a daily basis, ***RevRunner*** enables them to work every account that requires their intervention at the moment it is required.

UNI/CARE

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